

REQUEST FOR PROPOSALS

DATA COLLECTION, MAINTENANCE, AND MODIFICATION,
AND OTHER RELATED SERVICES
NECESSARY FOR THE OPERATION OF
MEDICAID HOME AND COMMUNITY BASED SERVICES
AND SERVICES FOR TARGET POPULATIONS

WAIVER ASSISTANCE & COMPLIANCE SECTION
BUREAU OF HEALTH SERVICES FINANCING
DEPARTMENT OF HEALTH AND HOSPITALS

RFP # 305PUR-DHHRFP-WACS-MVA
Proposal Due Date/Time: February 6, 2012
4:00 PM CST

Release Date: December 27, 2011

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Glossary

BHSF: Bureau of Health Services Financing

CMS: Centers for Medicare and Medicaid Services

Chisholm: A settlement agreement outlined in the Third Stipulation and Order of Dismissal in the Chisholm vs. Greenstein lawsuit. Settlement covers class members who need assistance in location of an extended home health or personal care services provider. Satisfaction surveys are conducted to ensure approved extended home health and personal care services are being provided to the members as requested.

DHH: Department of Health and Hospitals

EPSDT: The Early Periodic, Screening, Diagnosis, and Treatment service is a comprehensive and preventive child health program for individuals under the age of 21.

HIPAA: Health Insurance Portability and Accountability Act

HSS: Health Standards Section: The State Survey Agency currently responsible for licensing and monitoring providers who deliver health care services available under Medicaid.

HCBS: Home and Community-Based Services are services that are provided to Medicaid eligible individuals to allow them to remain in their homes and communities. This may include both Waiver and State Plan programs.

MMIS: Medicaid Management Information System

MVA: Medical Vendor Administration

Must: Denotes a mandatory requirement

NFP: Nurse Family Partnership is a program that utilizes specially trained registered nurses to deliver home visits to first-time, low-income mothers for a period of 2 ½ years, beginning early in pregnancy. In Louisiana, this program is operated by the Office of Public Health.

Original: Must be signed in ink pen.

Operating Agencies: Refers to the two DHH agencies, Office of Aging and Adult Services (OAAS) and Office for Citizens with Developmental Disabilities (OCDD), that operate the CMS-approved home and community-based service programs that are under the administrative authority of Louisiana's Medicaid program.

Redacted Proposal: The removal of confidential and/or proprietary information from one copy of the proposal for public records purposes.

Relevant Databases: Louisiana Service Tracking (LAST), Case Management Information System (CMIS), Client-Linkage (C-LINK), Request for Services Registry (RFSR).

Roman: A class action lawsuit filed against the Department concerning the Long-Term Personal Care Services cap.

Shall: Denotes a mandatory requirement

Should, May, Can: Denotes a preference, but not a mandatory requirement

SQL: Structured Query Language is a standard language for accessing and manipulating databases.

Waiver: A Medicaid waiver grants states permission to waive certain federal requirements in order to operate a specific kind of program.

Will: Denotes a mandatory requirement

I. GENERAL INFORMATION

A. Background

1. The mission of the Department of Health and Hospitals (DHH) is to protect and promote health and to ensure access to medical, preventive, and rehabilitative services for all citizens of the State of Louisiana. The Department of Health and Hospitals is dedicated to fulfilling its mission through direct provision of quality services, the development and stimulation of services of others, and the utilization of available resources in the most effective manner.
2. DHH is comprised of Medical Vendor Administration (Medicaid), Office for Citizens with Developmental Disabilities (OCDD), Office of Behavioral Health (OBH), Office of Aging and Adult Services (OAAS), and the Office of Public Health (OPH). Under the general supervision of the Secretary, these principal offices perform the primary functions and duties assigned to DHH.
3. DHH, in addition to encompassing the program offices, has an administrative office known as the Office of the Secretary (OS), a financial office known as the Office of Management and Finance (OMF), and various bureaus and boards. The Office of the Secretary is responsible for establishing policy and administering operations, programs, and affairs.
4. In Louisiana, Medicaid is administered by the Medical Vendor Administration (MVA). Medicaid is the public insurance program that finances primary and preventative health care coverage to low-income families, and long-term care to low-income seniors and persons with disabilities. Medicaid is funded by both the federal and state government and covers a wide range of services including physician, hospital, nursing home, and home and community-based services.
5. Within this structure, OCDD and OAAS currently serve as the operating agencies/program offices for Medicaid-funded Home and Community-Based Service (HCBS) programs. Each waiver, state plan, and targeted population has specific service packages and eligibility requirements. Each waiver program is limited to a specific number of slots that are available and offered to eligible requestors from a Request for Services Registry or as prescribed by the Department. Additional waivers/programs may be added upon approval from the Centers for Medicare and Medicaid Services (CMS) and/or the Department.
6. OCDD currently operates the following waivers for people with developmental disabilities:
 - Children's Choice Waiver (CC) - Offers supplemental support to children through age 18 who currently live at home with their families or with a foster family
 - New Opportunities Waiver (NOW) - Offers people age 3 and older who otherwise would require the level of care of an Intermediate Care Facility for the Developmentally Disabled (ICFs/DD) services that allow them to remain in their communities. Services are based on the need of the recipient and are developed using a person-centered process to formulate

- an individualized plan.
 - Residential Options Waiver (ROW) - Offers people of all ages services designed to support them to move from ICFs/DD and nursing facilities to community-based settings, and to serve as an alternative to institutionalization.
 - Supports Waiver (SW) – Offers focused, individualized vocational services to people age 18 and older who otherwise would require the level of care of an Intermediate Care Facility for the Developmentally Disabled (ICFs/DD).
7. OAAS currently operates the following HCBS programs for the elderly and/or people with adult onset disabilities:
 - Community Choices Waiver – Offers adults with physical disabilities and elders, who would otherwise require the level of care of a nursing facility, the opportunity to receive needed services in their home or community
 - Adult Day Health Care (ADHC) Waiver - Adult Day Health Care, through health and social services, provides supervised care to adults in a supportive and safe setting during part of a day.
 - Long-Term Personal Care Services (LT-PCS) - The Long-Term Personal Care Services program provides help with activities of daily living for people who qualify for assistance under the program guidelines.
 - Program of All-Inclusive Care for the Elderly (PACE) – This program coordinates and provides all needed preventive, primary, acute, and long-term care services so that older people can continue living in the community. The emphasis is on enabling senior citizens to remain in their communities while enhancing their quality of life.
 8. While OCDD and OAAS are the operating agencies, MVA (Medicaid) retains administrative authority for all Medicaid services, including the HCBS waivers and the targeted populations of the Early Periodic Screening Diagnosis and Treatment (EPSDT) and Nurse Family Partnership (NFP) program.
 9. There are regional and state offices within each of the DHH program functions. The state office is located in Baton Rouge.
 10. Within Medicaid, the Health Standards Section (HSS) is the State Survey Agency currently responsible for licensing, Medicaid certification, and monitoring of providers who deliver health care services and HCBS including, but not limited to, those available under Medicaid.
 11. The Bureau of Health Services Financing (BHSF) operates a Medicaid Management Information System (MMIS) for the purpose of paying claims for covered medical services and for the management of Medicaid vendor payments. MMIS is a claims processing and information retrieval system designed to improve the management and control of Title XIX service expenditures, and reduce program costs through effective claims processing and utilization control.

B. Purpose of RFP

1. The purpose of this RFP is to solicit proposals from qualified proposers that provide services for Medicaid-funded HCBS programs through data collection and maintenance of inter-related data systems.
2. A contract is necessary to track individuals requesting home and community-based waiver/program services from the date services are requested through closure of their waiver slot or program discharge; maintain the waiver registries; offer waiver opportunities based on policy; link individuals to provider agencies to assist in obtaining services; issue prior authorization for services; track service delivery; undertake programmatic responsibility for the EPSDT and Nurse Family Partnership programs; and maintain the current inter-related data systems.

C. Invitation to Propose

DHH Bureau of Health Services Financing (BHSF) is inviting qualified proposers to submit proposals for services to provide data collection, maintenance, and other related services necessary for the operation of Medicaid home and community-based waivers/programs and targeted populations in accordance with the specifications and conditions set forth herein.

D. RFP Coordinator

1. Requests for copies of the RFP and written questions or inquiries must be directed to the RFP coordinator listed below:

Candace Ricard
Program Manager
Waiver Assistance & Compliance Section
Bureau of Health Services Financing
Department of Health and Hospitals
P.O. Box 91030
Baton Rouge, LA 70821
Telephone Number: 225-342-6159
Facsimile Number: 225-389-2608
Email: Candace.Ricard@LA.GOV

2. This RFP is available in PDF at the following weblinks:
<http://new.dhh.louisiana.gov/index.cfm/newsroom/category/47> and
<http://wwwprd.doa.louisiana.gov/OSP/LaPAC/bidlist.asp?department=4>
3. All communications relating to this RFP must be directed to the DHH RFP contact person named above. All communications between Proposers and other DHH staff members concerning this RFP shall be strictly prohibited. Failure to comply with these requirements shall result in proposal disqualification.

E. Proposer Inquiries

1. To be considered, written inquiries and requests for clarification of the content of this RFP must be received at the above address or via the above fax number or email address by the date specified in the Schedule of Events. Any and all questions directed to the RFP coordinator will be deemed to require an official response and a copy of all questions and answers will be posted by the date specified in the Schedule of Events to both of the following web links:
<http://new.dhh.louisiana.gov/index.cfm/newsroom/category/47> and
<http://wwwprd.doa.louisiana.gov/OSP/LaPAC/bidlist.asp?department=4>
2. Action taken as a result of verbal discussion shall not be binding on the Department. Only written communication and clarification from the RFP Coordinator shall be considered binding.

F. Schedule of Events

(DHH reserves the right to deviate from this Schedule of Events)

Schedule of Events	Tentative Schedule
Public Notice of RFP	December 27, 2011
Deadline for Receipt of Written Questions	January 3, 2012
Response to Written Questions	January 11, 2012
Deadline for Receipt of Written Proposals	February 6, 2012 4:00 PM CST
Proposal Evaluation Begins	February 10, 2012
Contract Award Announced	February 16, 2012
Contract Negotiations Begin	February 22, 2012
Contract Begins	July 1, 2012

G. RFP Addenda

In the event it becomes necessary to revise any portion of the RFP for any reason, the Department shall post addenda, supplements, and/or amendments to all potential proposers known to have received the RFP. Additionally, all such supplements shall be posted at the following web addresses:

<http://new.dhh.louisiana.gov/index.cfm/newsroom/category/47> and
<http://wwwprd.doa.louisiana.gov/OSP/LaPAC/bidlist.asp?department=4>

It is the responsibility of the proposer to check the websites for addenda to the RFP, if any.

II. SCOPE OF WORK

A. Project Overview

The Contractor selected for this project will:

- Track all individuals requesting HCBS waiver/program services and slots, both occupied and vacant.
- Maintain data and documentation from the date individuals request services through closure of their waiver slot or program discharge.
- Link individuals to support coordination agencies based on documentation of choice.
- Maintain and validate waiver registries.
- Issue prior authorizations for support coordination agencies and service provider agencies.
- Track service delivery and expenditures.
- Track individuals offered the My Place Louisiana (Money Follows the Person) program and notify the fiscal intermediary of individuals entering the Children's Choice Waiver, NOW, ROW, Community Choices Waiver, and other programs as determined by the Department.
- Undertake programmatic responsibility for the Nurse Family Partnership and EPSDT programs.
- Provide the technology infrastructure including hardware, software, web servers, File Transfer Protocol FTP site, and email systems, along with experienced staff, to maintain the five inter-related data systems.
- Have the capability to easily and quickly modify the inter-related data systems, as requested by BHSF, based on programmatic changes.
- Attend meetings as requested by BHSF.
- Obtain prior approval from BHSF prior to disseminating materials, such as but not limited to participant surveys and training materials, to providers, support coordinators, or participants.

The Contractor must have the ability to import/export data from other systems. This function must not compromise the integrity and/or accuracy of the data (i.e., HIPAA compliant).

The Contractor must grant OCDD and OAAS access to all their respective program and participant data. BHSF will have access to all data for all programs and participants.

BHSF must approve all requests for ad-hoc reporting, programmatic changes, etc., which may result in expenditures above the established rate for ongoing services provided through this contract.

The Department seeks to consolidate Medicaid operations under the new MMIS replacement system for the purpose of supporting the Department's dynamic environment and rapid policy changes by utilizing a flexible, real-time MMIS system that is driven by a relational database. Some of the objectives of the MMIS replacement system are to provide providers real-time, on-line ability to enter claims by direct data entry, prevent provider fraud and/or billing discrepancies

through the visit verification and management system, and prior authorize medical, behavioral, waiver services, and state plan personal care services as well as the functionality for these services.

It is anticipated that the visit verification system will be implemented for all home-based services by June 2012. This system will require providers to report begin and end times, location, and service electronically in such a way that a HIPAA compliant claims transaction may be generated. This system will be initially implemented for provider types that provide personal care and home-based waiver services. As such, the duties related to the service tracking system (LAST) will be impacted; these duties may be eliminated from the contract within 30 months.

The new MMIS replacement system will also monitor and track in real-time the number of slots available in a waiver program and have the ability to assign individuals different types of slots within a waiver with viewing/reporting functionality. In addition, the new MMIS replacement system will have the capability to maintain and track multiple waiver registries and identify and display all programs and services received by the individual while on a registry. This new system will only provide the system functionality; administrative support, data entry, and responding to calls will remain the responsibility of the contractor.

Therefore, it is anticipated that the Contractor will be required to enter relevant registry and prior authorization information into the MMIS Contractor's system, which may replace the relevant databases (LAST, CMIS, C-LINK, RFSR) further specified in this contract within 30 months.

B. Deliverables

1. Maintenance of Separate Inter-Related Systems

Maintain the five separate, inter-related management functions that currently comprise the core informational systems:

- **Request for Services Registry (RFSR)/Waiver Waiting List:** This application allows the contractor to collect and store relevant data such as demographic information, request dates, freedom of choice forms for waiver vs. institutionalization, requested services, offers for waiver slots, identification regarding which eligibility documents were used for meeting program criteria and applicable scoring, all contacts with requestors, and the reasons for closure. The contractor must enter data, verify data through mail outs to requestors, complete data matches with other DHH databases, , , and track all individuals requesting waiver services.

Participants are tracked within one request for services registry software application. The application database has one record per target population tracked, and if the requestor has requested to be added to the registry multiple times, one record per request. Duplicate records are marked as closed with the reason for closure specified, as records are never deleted

from the system. Records are closed by the contractor by tagging a closure date to maintain a history of each requestor's associated activity.

The contractor must maintain a history of contacts with each requestor within the system, with paper documents stored as an audit trail for any entry on the registry.

As electronic records are changed in the system, the contractor must send a copy of each record to an electronic history file so that a history of every change in the system is documented.

A critical component of this system is to track Chisholm class members, who meet the requirements for being on the NOW/Children's Choice RFSR, are Medicaid enrollees, and are under the age of 21. The contractor must complete weekly bumps against the MMIS to identify potential Chisholm class members. The bump is used to determine Medicaid eligibility and update the fiscal intermediary's files.

The contractor must complete quarterly bumps of the registry data against the current Medicaid Eligibility Determination System (MEDS) and/or MMIS to verify social security numbers, dates of birth, current Medicaid eligibility, determine deaths, and determine Medicaid-funded living arrangements for identifying persons who may be eligible for a priority waiver slot.

This system is a distributed application written in Visual FoxPro running on a gigabit LAN. Data is stored in a format readable by a number of software packages includes Statistical Analysis System, dBase IV, Excel, Access, FoxPro, and Visual FoxPro.

The contractor must:

- Maintain a complete and accurate list of individuals requesting services and waiting for services from the NOW, Children's Choice, Supports Waiver, ROW, Community Choices Waiver, ADHC Waiver, and other waivers as approved by DHH.
- Confirm the placement of a new requestor on the registry and confirm their request date. It must provide the requestor with applicable rights and responsibilities forms and fact sheets.
- Ensure the system incorporates and reflects the most accurate demographic and eligibility data available.
- Close requestor records for individuals who have died, are no longer interested in participation in the waiver, or no longer eligible to accept a waiver offer.
- Ensure the system is flexible so that, should any office within DHH change its criteria for the priority order of requestors, the system can easily be revised to track and report on the priority order.
- Identify Chisholm class members and allow ready access to this information by OCDD, BHSF, OBH, and other entities that fulfill data management functions for DHH.

- Continuously update Chisholm class membership to reflect the most recent information available from the MMIS.
- **Client Linkage (C-LINK)** – This system is used to collect and store data on support coordination and service provider agencies, client information, and prior authorization information. Agency information such as agency demographics, contact information, termination date, target populations they serve, procedure codes and Medicaid provider numbers for each population needed to release authorizations for payment to Medicaid.

The contractor must collect data on clients to be used for tracking target populations and creation of prior authorizations including freedom of choice signature date, plan of care date, plan of care receipt date, plan of care approval date, as well as applicable dates on the appropriate Medicaid eligibility forms (Forms 18W and the 51NH) and ensure this information is entered into the system. The contractor must also track and collect case termination dates. For each of these target populations agencies, the system generates and tracks prior authorizations, sends these authorizations to the agencies electronically, collects service information from the agencies electronically, and processes the service information from the agencies into the authorizations and sends them for payment release to the fiscal intermediary.

When the contractor links an individual to a support coordination agency, the contractor must notify the agency electronically as well as by fax. The contractor must also send copies of the linkage to the appropriate Medicaid office. If the individual is denied eligibility, the contractor must enter the reasons and dates of denial in the system. If they are approved, the contractor must ensure the appropriate prior authorizations are entered in the system.

The prior authorizations are entered into the system from the plan of care and placed on an FTP site by the contractor for the agencies to pick up electronically when they completed an information transfer file in CMIS or LAST. An external automated process runs at night on a daily schedule to pick up the files transmitted by the agency and place them in a location on the LAN for the C-LINK program to process. C-LINK unzips the password protected information file and processes the records into the C-LINK database as well as adjusts the prior authorization record to update the units released for payment. The adjusted prior authorizations are sent via file transfer to the fiscal intermediary. There are some exceptions for prior authorization creation, such as for personal emergency response system services in which the prior authorization is generated on a paper form.

The system is a distributed application written in Visual FoxPro running on a gigabit LAN.

The contractor must:

- Maintain a complete and accurate list of individuals and agencies involved in the Client Linkage program
- Ensure the C-Link system contains accurate information on clients' demographic, target populations, and prior authorizations
- Ensure the C-Link system contains accurate information on agencies' demographic, contact, target populations, procedure codes, and Medicaid provider information
- Ensure the C-Link system contains the agency's service data for prior authorization release for payment to the fiscal intermediary
- Distribute prior authorization information to the agencies
- Collect entered plan of care information
- Ensure the C-Link system contains a history of all records added and edited in the system for purposes of linking back to paper work and data recovery
- Have the ability to modify the C-Link system to alter existing target population criteria and implement new target populations
- Have the ability to modify the C-Link system to add and remove target populations without affecting the client information
- Ensure the C-Link system tracks monetary and unit level caps on prior authorization
- Have the ability to void and alter existing prior authorization records, as needed based on information in the participant's approved plan of care or based on information provided by the Department.
- Ensure the system is able to close participants or agencies
- Send post authorizations as required
- Enter data from the approved plan of care and ensure it electronically populates the appropriate tables and generates prior authorization records which will become available to the agency in real time upon approval.
- Ensure that as soon as the user of the RFSR module closes the client from the registry, the information from the RFSR will be electronically available in C-LINK in real time.
- Include reports in C-Link for authorized users.
- Ensure Roman class members are identified in the C-Link system
- Continuously update Roman class membership to reflect most recent information available from the Medicaid information systems.

This system must be able to interface with the Online Tracking Incident System (OTIS) and with OAAS' Online Participant Tracking System (OPTS) to tie linkages to support coordinators' ability to access client records in these two (2) systems. The contractor must upload records of authorized waiver clients to databases stored on the DHH server nightly, with current identifying and demographic data including support coordination linkage.

The contractor must maintain an authorization module which will maintain the role based access for all users of the system including restrictions on

module access, regional restrictions, and access and activity to specific functionality within a module.

- **Case Management Information System (CMIS)** – This system runs as an installed Visual FoxPro 6 application and collects and stores relevant data such as client information, demographic information, target population information, addresses, closure information and service information for clients in target populations NOW, Children’s Choice, ROW, EPSDT, Community Choices, ADHC, HIV, Nurse Family Partnership, Ventilator Assisted Children’s Program (VACP) and previously the Infants and Toddlers Special Needs program. The process and data system involves data entry and validation, and reports and maintenance.

Participants are tracked with one entry per participant per agency. If the participant has transitioned through several target populations or had multiple episodes of service as they moved among support coordination agencies, they may have multiple records. Each participant is associated with a plan of care and prior authorizations. Participants can be closed by assigning a closure date to them. After this closure date is assigned, services can no longer be assigned to that participant.

When the approved plan of care is forwarded, it is entered into the prior authorization system by the contractor to generate at least two sets of prior authorizations records for the client – one set is for the support coordination agency and the other set is for the service provider.

Services that are rendered for each participant are entered by support coordinators into the local database and transmitted electronically. This transmitted data is received and aggregated into a statewide support coordination database by the contractor.

This system must also contain reports, based on information provided by the contractor and support coordinator, which can be accessed by support coordinators for the purpose of tracking their compliance with plan of care submission timelines for all waivers. In addition, the system must allow support coordinators to have access to timely information regarding participant post authorization and encumbrance data for all waiver participants to allow them to track problems with service delivery and make revisions to the plan of care when required.

The objective of the CMIS is as follows:

- To view, edit and add clients and services.
- To provide useful and accurate reporting services.
- To allow agencies to view/monitor the prior authorizations/expenditures assigned to each participant.
- To be accessible to all authorized individuals.
- To be responsive to emergency requests for prior authorizations in extenuating circumstances.

- To be flexible enough to undergo modifications as the need arises and to be deployed in an efficient manner.
- To implement a comprehensive backup process to ensure that data is always accessible during and/or shortly after major crisis.
- To produce reports which reflect the level of quality/quantity of services being provided by the support coordinator.
- To provide an authorization piece so that the rights of system users can be tracked and changed if necessary.
- To generate statewide reports which reflect a real time picture of data in the system.

This system currently runs as an installed Visual FoxPro 6 application.

- **Louisiana Service Tracking (LAST)** - This system is used to collect and store relevant data such as participant demographics, agency contact information, prior authorizations, and services delivered. This system is a Visual FoxPro client application that can be deployed on a standalone computer running the Microsoft Windows operating system or a local area network with Microsoft. Each service provider maintains its database at its physical location. The process and data system involves data entry, electronic data transmissions, and report generation.

The application database has a one record per consumer per target population per episode of service. Services that are rendered for each participant are entered into the local database by service providers and transmitted electronically. This transmitted data is received and aggregated by the contractor into a statewide service provider database. Prior authorizations for a specific participant, procedure code, provider, units are generated by the contractor through the prior authorization system, consistent with the plan of care submitted by the support coordinator.

Through this system, service provider agencies have access to approved plan of care authorizations within twenty-four (24) hours.

The objective of the LAST is as follows:

- Assign a role-based authorization module that will limit/grant access to the various data modules based on clearly identifiable access rights.
- Capture participant contact information
- Allow agencies to view/monitor the prior authorizations assigned to each participant
- Allow agencies to receive their prior authorizations electronically during the transmission of an incremental data file.
- Capture/report delivered services for each service worker and each participant
- Validate service records for overlapping, falling out a prior authorized period, occurring within participants open and close dates

- To be responsive to emergency request for prior authorizations in extenuating circumstances and be able to immediately issue a set of prior authorizations that the agency has immediate access to
 - To be flexible enough to undergo modifications as the need arises and to be deployed in an efficient manner.
 - To implement a comprehensive backup process to ensure data is always accessible during and/or shortly after a major crisis.
 - Produce reports that reflect the level of quality/quantity of services being provided by the service provider.
- **Louisiana Registry and Recipient Information System (LAWRRIS)** – This web-based application is designed to allow designated DHH staff to view all registry requestors and waiver/target population participants statewide or in their region, as appropriate. Users are able to view all registry information, contacts, validations, closed records, services approved in the plan of care, services provided by support coordination and service provider agencies, plan of care budget, prior authorizations, and services released for payment. DHH personnel and support coordinators will be able to view the plan of care budget information and cost caps for Children’s Choice and Community Choices participants.

2. Request for Service Registries (RFSR)

Request for Service Registries (RFSR) provide a systematic process for offering services based on the criteria for the specific waiver population. The Contractor selected shall:

- a) Maintain the Request for Services Registries for the identified populations to collect and store relevant data such as demographic information, request dates, freedom of choice forms for waiver versus institutionalization, requested services, offers for waiver slots, identification regarding which eligibility documents were used for meeting program criteria and applicable scoring, all contacts with requestors, and record reasons for closures.
 - i. The Developmental Disability (DD) Request for Service Registry (RFSR) will contain all data for the DD population including but not limited to the NOW, Children’s Choice, Supports Waiver, ROW, and EPSDT targeted population. Data for each of these populations must be maintained separately within the RFSR. Individuals on this RFSR who are residing in ICFs/DD must be indicated as such in this system. Additionally, the DD RFSR must indicate slots reserved for Supports and Service Centers, the Developmental Neuropsychology Program, the Office of Children’s Services, and NOW emergency.
 - ii. Adult Day Health Care (ADHC) RFSR will contain all slot data pertaining to the ADHC.
 - iii. Community Choices Waiver RFSR will contain all slot data for the Community Choices Waiver.

- iv. Data for any additional waivers/targeted populations will be developed and maintained as approved by the CMS and as prescribed by the appropriate operating agency.
 - v. Participants in the Nurse Family Partnership program will be referred to the Contractor from multiple entities, which will begin the linkage process.
- b) Add requestors to the appropriate RFSR. Data from the Single Point of Entry Contractor will be seeded by the contractor into the ADHC and Community Choices registries electronically using the current data interface developed with the SPOE. Data for the DD population will be manually entered by the contractor based on the substantiating paperwork provided by OCDD.
 - c) Notify individuals via mail of their addition to the RFSR and provide them with confirmation of their official request date, applicable program fact sheet, rights and responsibilities form, and other applicable information relative to their participation in the waiver/targeted population.
 - d) Receive and respond to calls from individuals regarding the letter/packet that was provided, answer questions regarding services/registry, and refer other questions to the appropriate program office.
 - e) Contact all requestors on the RFSR at least annually to confirm they are still interested in HCBS waiver services.
 - i. For the Community Choices Waiver RFSR, the Contractor will attempt to locate requestors for whom returned mail has been received. At a minimum, the Contractor will attempt a mailing to all known addresses in the registry for the requestor as well as to the address on file in MMIS, should the individual be Medicaid eligible. Thereafter, the Contractor will attempt to call the phone numbers on file and/or attempt a new address via several “reverse lookup” websites. All attempts will be documented.
 - ii. For the NOW and Supports RFSR, the Contractor will return the names for whom returned mail has been received to OCDD. The Contractor will not take any additional action regarding these requestors unless OCDD provides a new address, in which case the Contractor will send a second validation or offer. If OCDD cannot locate any new information for the requestor and determines the case should be closed, the Contractor will be notified by OCDD and will send a closure notice to the requestor and then close the record. The Contractor will not search other avenues to locate a new address for a DD waiver requestor.
 - f) Document all contacts, activities, and results in a format approved by the Department in a way that can be utilized in the requestor’s history.
 - g) Send an offer via mail when an individual is identified as the next eligible requestor.

- h)** Utilize the required staff statistician to determine the frequency and amount of offers to be made to maintain the maximum capacity for all waivers.
- i)** Follow-up and track all actions related to individuals' failure to respond and returned mail before closing the individual's case and moving on to the next offer.
- j)** Send all appropriate material to individuals upon receipt of the waiver offer acceptance response within two (2) business days.
- k)** Follow-up and track the status of additional material needed from individuals.
- l)** Offer EPSDT support coordination services to all individuals, under the age of 21, on the DD RFSR who are determined Medicaid eligible through a weekly match with MMIS. A quarterly match with MEDS will be conducted for all target populations. Offers are to be made following each data match. There is no limit to the number of individuals who may receive/request this service. The process for linkage to a support coordination agency begins upon receipt of an acceptance response from the individual.
- m)** Report monthly on the number of Chisholm class members on the DD registry.
- n)** Allow the Office of Behavioral Health's prior authorization system restricted access to the DD database to allow it to electronically flag Chisholm class members in its system.
- o)** Conduct the annual validation process, which includes contacting via mail each requestor on the the Community Choices Waiver and ADHC Waiver Request for Services Registry to determine if the requestor is still interested in services, in September of each year to allow completion by November.
- p)** Mail out up to a five-page form with a self-addressed envelope with prepaid postage to each recipient on the DD waiver registry over a two month period beginning in January of each year.
- q)** Incorporate reports into the registry database to allow summary information to be made available to appropriate staff.

3. Prior Authorization

The Contractor shall:

- a)** Track individuals in targeted populations and waiver populations, programmatic timelines, waiver offers and linkages to support coordination agencies and service providers.
- b)** Link individuals with support coordination agencies based on the freedom of choice form. Support coordinators who serve the DD population have contracts with DHH and must be assigned participants within their limits as identified in the Support Coordination Manual. Support coordinators who serve the OAAS population have performance agreements with OAAS and must be assigned participants in accordance with OAAS policy/procedure.

- c)** Notify the appropriate support coordination agency and state personnel, including the appropriate Medicaid Eligibility parish office, of confirmation of those linkages.
- d)** Provide the chosen/linked agency with copies of the freedom of choice form and any applicable eligibility documents used for verification of participant eligibility for the specific program. A copy of all documents must be retained in the individual's file located at the Contractor's business site.
- e)** Use the existing numbering system and a methodology to assign prior and post authorizations.
- f)** Issue prior authorizations for all support coordination services applying appropriate Quality Assurance (QA) checks provided by DHH for each population. The effective date of the initial and any subsequent prior authorization is dictated by program requirements.
- g)** Issue prior authorizations for waiver services as identified in the approved plan of care and all subsequent revisions. All prior authorizations must follow programmatic QA checks provided by DHH for issuance.
- h)** Have the ability to immediately void payment authorizations to prevent unauthorized billing/payment by/to providers.
- i)** Provide notification of prior/post authorizations (including provider names, provider numbers, procedure codes, units of service per participant, etc.) to support coordination and service provider agencies and regional and state offices as issued.
- j)** Collect participant, service, and provider information gathered during the service delivery process (including support coordination and waiver services). This data is collected as validation that the prior authorized services were provided. Once the Contractor has received this data from providers, the Contractor will release the amount of units documented as provided (but not over the originally prior authorized amount) identified in the approved plan of care and subsequent revisions) to the MMIS Contractor as post authorizations for payment. Data must be released on a daily basis to MMIS. The current system for collection of this data is identified as CMIS and LAST. Allowances shall be made for data transfer if future data collection for support coordination post authorization is made through an electronic plan of care system.
- k)** Track waiver service balances. The Contractor will be held accountable for any error, on the Contractor's part, which results in authorization for any service not contained in the approved plan of care or which exceed the waiver or service limit.
- l)** Track participant service delivery (including participant, place of service, and activity) and timeline information on the plan of care.
- m)** Track participant case closures and the reason for closure.
- n)** Track services which were authorized over the identified program service limits for each participant.

- o) Collect and aggregate identified data from all providers regarding participants and services reported as delivered for reporting purposes as identified by the Department.
- p) Track all plans of care returned to support coordination agencies and regional offices for incomplete or incorrect information. For the EPSDT program, the Contractor will follow-up with support coordination agencies to obtain the required data within programmatic timelines.
- q) Track the personnel limits based on ratio of support coordinators to participants and supervisors to support coordinators, as required by the operating agency.
- r) Collect and report support coordinator and direct service worker information, including period of employment and participants served by each individual worker.
- s) Develop and provide the Department with reports which track all programmatic timelines for each waiver and targeted population and agency.
- t) Respond to questions from providers as they relate to the issuance of prior/post authorizations and provide billing assistance for error code 190 denials.
- u) Provide the freedom of choice form to participants requesting to change support coordination agencies. Participants may change support coordination agencies every six (6) months or for good cause. If a participant requests a change, a new freedom of choice form is required to begin the linkage process.
- v) Ensure revisions to participants' plans of care are maintained in the system. The average number of revisions per participant plan of care year is two (2).
- w) Ensure revisions to the prior/post authorizations units are submitted to the MMIS and appropriate provider and operating agency.

4. EPSDT and Nurse Family Partnership

The Contractor shall undertake the programmatic responsibility for EPSDT and the Nurse Family Partnership programs. The Contractor will review and approve/disapprove plans of care for the Nurse Family Partnership and EPSDT support coordination services. DHH shall be responsible for monitoring, technical assistance, regular meetings, guidance, approve all program/process changes, letters, provider notices and oversight of the contract.

For the EPSDT program, the Contractor shall:

- a) Review and approve all initial and annual plans of care. Support coordinators will submit initial plan of care to the Contractor within 35 calendar days of receipt of referral and annual plans of care 35 calendar days prior to the annual date of expiration. The Contractor will review each plan of care packet (including assessment information) to determine if all needs are addressed. The Contractor shall review and issue a decision on each plan of care packet within ten (10) working days of receipt of the plan. The Contractor will

return the plan to the support coordinator if additional information is required or if the plan is not approvable.

- b)** Approve/disapprove support coordination services only.
- c)** Review and consolidate each contracted support coordination agency's EPSDT Quarterly Report (excel form). The report is due from the agency each quarter by the 5th day of the month following the end of the quarter. Additional documentation will be requested and reviewed as indicated or per random selection to determine compliance with requirements.
- d)** Report on the number of plans of care with prior authorized services, the number of initial prior authorizations requested, and the number and type of prior authorizations not received within 60 days. The report will be submitted to the DHH attorney by the 15th day of the month following the end of each quarter for each service.
- e)** Conduct an ongoing review of requirements, reports, complaint resolution and plans of corrective action.
- f)** Provide daily technical assistance regarding all programmatic areas with support coordinators, requesting assistance from operating agency when appropriate.
- g)** Update the Support Coordination Manual, forms, processes, and flowcharts etc. as changes occur.
- h)** Prepare and distribute Support Coordination Provider Notices
- i)** Respond to requests for additional information related to Chisholm class members as requested by the Department.
- j)** Conduct an annual training of support coordination agency supervisors and designated trainers as required by Chisholm. The Contractor will prepare training documents, including handouts, power point presentations, etc.
- k)** Maintain documentation of initial/orientation and annual training for all support coordinators.
- l)** Maintain use of the current 1-800 number as a helpline for EPSDT recipients. Contractor shall forward problems and complaints to DHH program managers.
- m)** Design, distribute and compile client satisfaction surveys, identifying outstanding issues for monitoring purposes.
- n)** Prepare summaries of evidence as needed for informal discussion and appeals regarding compliance and contracts, and prepare reports regarding compliance and recommended corrective action to DHH.
- o)** Prepare letters to providers, tracking timelines for response and implementing sanctions, regarding administrative procedures.
- p)** Follow-up on outstanding issues and identify non-compliance areas and possible remedies.
- q)** Work with DHH prior authorization liaison and attend alliance meetings as necessary.
- r)** Merge MMIS data with support coordination agency's service delivery data to allow viewing of data by providers as well as the program office. Review each support coordination agency's performance and

provide feedback to the operating agency and BHSF on a bi-weekly basis. .

- s) Complete a participant satisfaction survey annually and report findings to the contract monitor.

For the Nurse Family Partnership (NFP), the Contractor shall:

- a) Review within ten (10) working days of receipt each plan of care packet (including assessment information) to determine if all needs are addressed. The Contractor will return the plan of care to the support coordinator if additional information is required. OPH support coordinators are required to submit the initial plan of care within thirty-five (35) calendar days of the freedom of choice being signed.
- b) Approve/disapprove support coordination services only.
- c) Conduct an ongoing review of administrative requirements, reports, i.e., caseload size, staffing ratios, plan of care submission timelines and quarterly/monthly requirements, complaints and plans of corrective action as indicated with implementation of appropriate sanctions.
- d) Provide daily technical assistance re: all programmatic areas with support coordinators, requesting assistance from the Department when appropriate.
- e) Update the Support Coordination Manual, forms, processes, and flowcharts etc.
- f) Prepare and distribute Support Coordination Provider Notices.
- g) Conduct a training of support coordination agency supervisors and designated trainers. The Contractor will prepare training documents, including handouts, power point presentations etc.
- h) Prepare summaries of evidence as needed for informal discussion and appeals regarding compliance, and contracts and prepare reports regarding compliance, recommended corrective action, to DHH.
- i) Prepare letters to providers, tracking timelines for response and implementing sanctions, regarding administrative procedures.

5. Reporting

- a) **Analyses and Reporting:** The Contractor must create standard reports which can be accessed by DHH staff. These standard reports must be permanently incorporated into the LAWRRIS system. The Contractor must provide ad hoc statistical and management reports as requested by the DHH contract monitor or a designee via a User Request Form. Once a programming code is designed in creation of a report, it should be added as an enhancement to the application(s) involved, and should be accessible to designated members of DHH staff from that time forth.
- b) **Ad Hoc Analysis and Reporting:** The Contractor will provide up to thirty-six (36) ad-hoc reports per contract year.

- c)** User access to all reports will be based on level of security approved by the appropriate operating agency. The Contractor will provide the capability for program offices to sort, extract and export and import data for the purpose of running ad-hoc reports.

The Contractor must also provide the following quarterly reports, at least fifteen days prior to the end of each quarter:

For the Community Choices and ADHC Waivers:

- a)** Number and percent of new enrollees who had a level of care indicating need for institutional level of care prior to receipt of services.
- b)** Number and percent of waiver participants who received an annual redetermination of eligibility within 12 months of their initial or last level of care evaluation.
- c)** Number and percent of participants whose service plans were updated as warranted, on or before waiver participants' annual review date.
- d)** Number and percent of participants who received all types of services specified in the service plan.
- e)** Number and percent of participants who received services in the amount, frequency and duration specified in the service plan.
- f)** Quarterly remediation reports which illustrate the number of days over compliance. In addition, the participant case list of those pending remediation must be available in CMIS and LAWRRIS.

For the NOW, ROW, Supports and Children's Choice Waivers:

- a)** Number and percentage of participants who received services in the amount, frequency and duration specified in their plan of care.
- b)** Quarterly remediation reports which illustrate the number of days over compliance. In addition, the participant case list of those pending remediation must be available in CMIS and LAWRRIS.

For all waivers:

- a)** Number and percent of waiver services provided to participants who were enrolled in the waiver on the date the service was reported as delivered.
- b)** Number and percent of waiver offers that were appropriately made to requestors on the Request for Services Registry.

The following reports must be included in the LAWRRIS application and updated on a schedule determined by the Department:

- a)** NOW plan of care cost reports, which indicate the plan of care begin period, number of plans of care, and average cost separated by individuals sixteen (16) and older and youth under sixteen (16).
- b)** NOW participants with assessment scores, which indicate the group (initial or annual), participant's name, date of birth, age, Medicaid

number, assessment score, plan of care begin and end date, waiver admission date, vendor payment date, and age group.

- c)** For all waivers, a report on the duration of certification of individuals in the last sixty (60) days, which indicates the support coordination agency, number of days from linkage to submittal of the plan of care, number of days from linkage to generate the Medicaid Form 18W, number of days from receipt of required information to certification, number of days from linkage to certification, and number of participants, separated by waiver and support coordination agency.
- d)** For all waivers, a report on the summary of slots, offers, and certifications, which indicate the total number of waiver slots available; counts on pre-linkages, linkages to support coordinators using most recent freedom of choice, offers accepted and waiting on freedom of choice and/or level of care, offers too recent for a response, vacancies to be offered, offers accepted and linked, participants linked and certified, participants linked and not certified, and slots without a certified participant; percentage of slots certified; waiver year begin date; waiver year cap; unduplicated participant count in waiver year; and current registry date, separated by each individual waiver and subset of waiver as applicable. For the Community Choices Waiver, the report must also specify the number of nursing facility and community offers/certifications.
- e)** For all waivers, a report on support coordinator post authorization which indicate the participant's name, social security number, target population, prior authorization number, agency name, prior authorization begin and end date, cycle begin and end date, face-to-face visits, phone contacts, observation of services, quarterly face-to-face visits, quarterly phone contacts, quarterly observation of services, and quarterly plan of care status, separated by participant and agency.
- f)** For the Community Choices and ADHC Waivers, a report on support coordinator limits, which indicate the site number, agency name, number of linkages, percent of linkages, and number of prior authorization, separated by region and waiver.
- g)** For the NOW, ROW, Supports, and Children's Choice Waivers, a report on support coordinator limits, which indicate the agency; NOW and NOW-fund linkage count; NOW Office of Children Services, Developmental Center, Developmental Neuropsychology Program, Children's Choice, and Emergency slot linkages; Supports Waiver linkages; Children's Choice linkages; EPSDT linkages; percentage of linkages; number of NOW prior authorization by waiver and subset; number of Supports Waiver prior authorizations; number of Children's Choices prior authorizations; and number of EPSDT prior authorizations, separated by agency and region.
- h)** Participants' current linkage to support coordination agencies
- i)** Expired plan of cares by target
- j)** Participant list for service providers
- k)** Aging report
- l)** OAAS balance modification

- m)** OCDD balance modification
- n)** Transitional expenditures
- o)** Children's Choice participants aging out
- p)** Provider ratio
- q)** Initial plan of care timelines
- r)** Linkages and prior authorization closures
- s)** Individuals closed on the registry
- t)** Individuals under the age of 21 on the NOW registry who did not respond to an inquiry

Reports may be modified to include additional waiver and/or targeted populations and different criteria as indicated by the Department at no additional cost to the State.

6. Training

Any training modules and manuals developed by the Contractor must be approved by the DHH contract monitor prior to implementation. It is desirable that the main training site be located in an area that DHH can conduct site visits and providers can attend training without overnight travel. The proposer must provide the actual physical location (street, town, state, and zip code) of the training site that will be utilized to provide training to providers as described in the RFP. Additional sites may be established as needed with the approval of the DHH contract monitor.

The Contractor shall:

- a)** Provide ongoing user training on existing or new data systems for support coordination and service providers of all populations, including DHH program staff representatives. The training for service providers will be hands-on and will include the utilization of the system during the training.
- b)** Make available quarterly training for up to two (2) participants per support coordination and service provider agency and/or DHH state or regional staff to ensure agencies have access to training as staff changes occur and as new agencies are enrolled to provide services. At least one (1) participant per provider/agency must have hands-on access to a computer.
- c)** Attend and/or participate in training in other regions of the State at the Contractor's expense. This is estimated to include two (2) day trips per year.
- d)** Provide programmatic training for EPSDT and Nurse Family Partnership agencies (two participants per support coordination agency) on an annual basis. Estimated time of training is four (4) hours per session.
- e)** Prepare and deliver a training outline, agenda, and handouts needed to conduct the training session at least twenty (20) calendar days in advance of the training date. For each training session provided, the Contractor must maintain an attendance roster with all applicable handouts and documentation, including questions and answers. The

Contractor will bear all cost incurred for training sessions (including training site, handouts, and any other fees).

- f) Provide training to at least two (2) employees per state and regional office on how to access all reports provided by the Contractor in their approved location.

7. User Support Helpdesk

The Contractor shall provide a national toll-free telephone number to the helpdesk for users of all software applications maintained by the Contractor. This toll-free number may be the same as that required for participant and provider access. The helpdesk must be available during regular working hours of DHH (Monday through Friday from 8:00AM to 4:30PM, excluding holiday approved by DHH). A call tracking system with a phone log is required for tracking all calls based on population, problem, and resolution. This log must be available to DHH and submitted with the monthly invoice. The log will specify the date and time of the phone contact, user, user location, total support time (in minutes), waiver/targeted population type, problem, and resolution. The Contractor will respond to users within a maximum of one (1) hour of the user's call or within a timeframe as identified by DHH. The Contractor will maintain the phone line for the helpdesk at the Contractor's expense.

The Contractor's support personnel shall be available by email through a mailbox maintained by the Contractor. Responses to email will be delivered no later than the next business day. An email support log will document the date and time of the email, user, user location, problem, resolution, and resolution timeline. The email support log must be submitted to DHH with the monthly invoice.

Based upon the email and phone log support logs, an annual user support frequently asked questions list shall be developed by the Contractor and made available in HTML format to DHH for publication.

8. Technical Support Helpdesk

The Contractor must provide a helpdesk for technical support during regular DHH work hours (Monday through Friday from 8:00AM to 4:30PM, excluding holidays approved by DHH). This may be the same line as the User Helpdesk line, although it is expected that access to technical support staff will be provided. The Contractor will maintain a log of all phone support provided and will submit this log to DHH with the monthly invoice. The log will specify the date and time of the phone contact, user, user location, total support time (in minutes), waiver/targeted population type, problem, and resolution. The Contractor will respond to users within a maximum of one (1) hour of the user's call or within a timeframe as identified by DHH. The Contractor will maintain the phone line for the helpdesk at the Contractor's expense.

The Contractor's technical support personnel shall be available by email through a mailbox maintained by the Contractor. Responses to email will be delivered no later than the next business day. An email support log will document the date

and time of the email, user, user location, problem, resolution, and resolution timeline. The email support log must be submitted to DHH with the monthly invoice.

Based upon the email and phone log support logs, an annual user support frequently asked questions list be developed by the Contractor and made available in HTML format to DHH for publication.

9. Onsite Technical Support

The Contractor will provide limited onsite technical support statewide as necessary to ensure the effective operation of the applications involved in this project. DHH prefers remote technical assistance whenever possible. Prior approval from the DHH contract monitor will be required before onsite technical support is delivered.

10. Project Consultation

The Contractor shall provide consultation on all aspects of the project as needed for the duration of the project. This includes attendance of regularly scheduled meetings with DHH personnel, as well as any other entities deemed necessary by DHH. These meetings will take place at least bi-weekly; however, the frequency can be changed by the contract monitor at any time. The cost of the proposal will include this activity and it will not be priced or billed separately. The Contractor will not be reimbursed for travel time or travel expenses incurred in conjunction with these meetings.

11. Programmatic Manuals

For the EPSDT and Nurse Family Partnership Targeted populations only, the Contractor will prepare changes and updates to maintain internal manuals on process and steps to carry out daily responsibilities and deliverables.

The Contractor will prepare changes and updates for approval to be included into Medicaid Program Manuals based on Federal and State rules and regulations. This includes revision of all forms, flowcharts, etc., related to those changes. The Contractor will prepare provider notices of those changes that require immediate attention for approval by DHH.

12. Quality Enhancement Plan

The Contractor will provide the following services to check for errors in the centralized data system:

- Edit checks to prevent duplicate entries in C-LINK/RFSR.
- After reports are generated, check for accuracy of information.
- Sample 10% of weekly data entered into C-LINK/RFSR.
- Monitor service limits/overrides.

13. Ongoing System Documentation and Source Code Delivery

The Contractor will maintain a user manual for each application involved in this project. The user manual must contain clear, detailed instructions for users, explaining how to use each application on a daily basis, and include step-by-step procedures, and data

element definitions. The Contractor will deliver to the contract monitor a printer-ready electronic copy on CD or DVD in MS-Word format (or other appropriate and mutually agreed upon satisfactory media). The Contractor must contact DHH IT Division for technical specifications for DVD format prior to delivery. The manuals will be updated as changes are made and no less than quarterly.

The Contractor must update all system manuals on a quarterly basis and notify DHH as they are updated.

14. Software Source Code

The Contractor is required to deliver the most current version of the source code whenever there is a major modification over the course of the project, and at least quarterly, unless there have been no changes made to the software. All related files necessary for execution of the programs must also be delivered by the Contractor to the DHH contract monitor. DHH owns the source code and all modifications to the source code made pursuant to this contract.

15. Application Installation and Deployment

The Contractor will install and provide changes on software to new providers at no cost to the provider agency. The cost for installation and maintenance for existing systems and new system installations and maintenance are to be included in the rates proposed.

Corrections to the system resulting from program errors will be made at no charge to DHH.

16. Record Keeping Requirements

A file containing copies of all correspondence sent or received by Contractor must be maintained.

Separate requestor and participant specific files must be kept and maintained to document all activity (phone, fax, electronic, paper, etc.) with that individual.

Storage of these files is the responsibility of the Contractor. Records must be kept on-site and readily available to DHH.

The Contractor will be required to retain and maintain current and future active and closed files as directed by DHH. All files must be maintained at the main office specified in the proposal unless prior approval is granted by DHH for off-site storage. All files must be easily accessible and any method of off-site storage must be approved by DHH.

Should the contract be awarded to a new Contractor, it will be the responsibility of the new Contractor to relocate and house these files at no expense to the state and in a method and location as prior approved by the Contract Monitor or a designee. Existing filing cabinets will not be available to the new Contractor.

17. PHI Confidentiality

The Contractor shall configure and ensure that the transfer of all Personal Health Information (PHI) data taking place within the software systems as described in

this RFP are compliant the Health Insurance Portability and Accountability Act (HIPAA) of 1996. Furthermore, the Contractor must take all necessary steps to protect the privacy of PHI during any and all information exchanges designed by the Contractor.

18. Staffing Requirements/Qualifications

The Contractor must employ a degreed statistician (the individual must have at least a master's degree in statistics or a related field) to ensure that all information maintained and reported is statistically sound. Examples include determination of the number of offers to make to ensure available slots are filled, estimated costs for budgeting purposes, projections for new programs, determining ratios for linkages, etc. The Contractor must be able to project the number of offers to be made in order to retain the optimum waiver slot occupancy rate without exceeding the maximum number of approved slots. This person is considered key personnel.

Other key personnel include a project manager, registry specialists, prior authorization specialists, NFP/EPSTD program manager, and a project manager for information technology. The Contractor should specify the percentage of time each key staff person will be dedicated to this project and the total number of staff in each position.

Due to site visits to be conducted by DHH and trainings to be held with providers, it is desirable that the main office and training center be located in an area that DHH can conduct site visits and providers can attend training without overnight travel. The proposer should provide the actual physical location (street, town, state, and zip code) of the main office and training center that will be utilized to provide the services as described in the RFP. All key personnel must be available on-site to participate in regularly scheduled weekly meetings or as required by the various state or program offices administering the functions of this RFP. The Contractor must have an On-Site Project Manager, designated as key personnel, located at this office, who has the authority to implement all requirements of the contract including the authorization to make decisions relative to the contract. This individual must be designated by the Board of Directors as having this authority.

19. Criminal Record Background Check

All temporary, permanent, subcontracted, part-time, and full-time Contractor staff working on the Louisiana Medicaid contracts must have a national criminal background check within the twelve months prior to starting work on the contract. The background check must encompass the last seven (7) years of addresses for each individual. The results shall include all felony convictions and shall be submitted to the Department for review prior to the start of work on the Contract. Any employee with a background unacceptable to the Department shall be prohibited from working on this contract or immediately removed from the project by the Contractor. Examples of felony convictions that are unacceptable include but are not limited to those convictions that represent a potential risk to the security of data systems and/or Protected Health Information (PHI), potential for healthcare fraud, or pose a risk to the safety of Department employees.

The national criminal background checks shall also be performed every two (2) years for all temporary, permanent, subcontracted, part-time and full-time Contractor staff working on this contract beginning with the 25th month following contract effective date. The Contractor will be responsible for all costs to conduct the criminal background checks. The Contractor shall provide the results of the background checks to the Department in a report. The format of the report shall be approved by the Department and shall include all background checks as an appendix to the report.

The Contractor shall ensure that all entities or individuals whether defined as "Key Personnel" or not, performing services under the contract are not "Ineligible Persons" to participate in the Federal health care programs or in Federal procurement or non-procurement programs or have been convicted of a criminal offense that falls within the ambit of 42 U.S.C 1320a-7(a), but has not yet been excluded, debarred, suspended, or otherwise declared ineligible. Exclusion lists include the HHS/OIG List of Excluded Individuals/Entities (available through the internet at <http://www.oig.hhs.gov>) and the General Services Administration's List of Parties Excluded from Federal Programs (available through the Internet at <http://www.epls.gov>).

All temporary, permanent, subcontract, part-time and full-time Contractor staff working on this contract must complete an annual statement that includes an acknowledgement of confidentiality requirements and a declaration as to whether the individual has been convicted of a felony crime or has been determined an "Ineligible Person" to participate in Federal healthcare programs or in Federal procurement or non-procurement. If the individual has been convicted of a felony crime or identified as an "Ineligible Person", the Contractor shall notify the Department on the same date the notice of a conviction or ineligibility is received. The Contractor shall keep the individual statements on file and submit a comprehensive list of all current staff in an annual statement to the Department, indicating if the staff stated they were free of convictions or ineligibility referenced above.

If the Contractor has actual notice that any temporary, permanent, subcontract, part-time, or full-time staff has become an "Ineligible Person" or is proposed to become ineligible based on pending charges, the Contractor shall remove said personnel immediately from any work related to this procurement and notify the Department within five (5) days. For felony convictions, the Department shall determine if the individual should be removed from the contract project.

20. Transition Plan

The Contractor will have the following responsibilities with respect to turnover:

- a) Deliver a turnover plan to DHH six (6) months prior to the anticipated end of the contract term. This plan must include a detailed breakdown of processing steps performed, staffing, equipment, facilities, supply consumption, workloads, standard procedures and any additional information that DHH, at its sole discretion feels is necessary to effect a smooth transition to the successor Contractor.

- b) Provide training to successor Contractor's management in the use, operation, and maintenance of computer programs, policies, and procedures. The training will utilize current and complete documentation, instruction materials, and handbooks. All training materials will be based on the complete and current documentation. Training will be provided for key successor Contractor personnel as deemed necessary by DHH.
- c) Perform a comprehensive assessment of all documentation. This documentation assessment will be completed and delivered to DHH no later than six (6) months before the end of the contract term. The purpose of the review will be to assess whether the documentation accurately and completely reflects existing DHH procedures, and meets all documentation requirements. The Contractor will update any documentation which is not accurate, complete, and in accordance with these requirements no later than six (6) months prior to the end of the contract term.
- d) Transfer the Contractor's records and associated records to successor Contractor or to DHH. This transfer will be conducted in order to prevent any interruption in the delivery of records retention services, including custodianship, preparation of copies, access, retrieval, and certification while the transfer is executed. The transfer will be completed within ten (10) calendar days after receiving a request from DHH.
- e) Transfer all software, files, programs, source code, and documentation in an electronic format to the successor Contractor within ten (10) calendar days of receiving a request from DHH.

21. Performance Measures

Performance measures have been developed to monitor the performance of the Contractor. Additional measures may be developed and/or existing performance measures revised at the discretion of the State.

Formal monitoring of the Contractor will occur monthly by BHSF. The Contractor may be monitored more frequently at the discretion of BHSF. Performance evaluation methodology may include the following standards:

- The Contractor links the participant to the support coordination agency of his/her choice based on the signed freedom of choice form within one (1) business day of receiving the choice form.
- The Contractor's system prevents prior authorized limits from being exceeded 100% of the time.
- The Contractor's system issues accurate and timely prior authorizations 100% of the time.
- The Contractor contacts 100% of requestors on the RFSR at least annually to confirm they are still interested in HCBS waiver services.
- The Contractor will review each EPSDT plan of care packet (including assessment information) to determine if all needs are addressed. Review and decision would occur within ten (10) working days of receipt of the plan at least 100% of the time.

C. Liquidated Damages

1. In the event the Contractor fails to meet the performance standards specified within the contract, the liquidated damages defined below may be assessed. If assessed, the liquidated damages will be used to reduce the Department's payments to the Contractor or if the liquidated damages exceed amounts due from the Department, the Contractor will be required to make cash payments for the amount in excess.
 - a) Late submission of any required report - \$50 per working day, per report.
 - b) Failure to fill vacant contractually required key staff positions within 90 days - \$500 per working day from 91st day of vacancy until filled with an employee approved by the Department.
 - c) Failure to maintain all client files and perform all file updates according to the requirements in the contract, as evidenced in client files when reviewed during monitoring site visit - \$100 per client.
 - d) Late submission of invoices beginning 10 business days after the stated due date - \$50 per working day per invoice.
 - e) For performance below any of the standards, BHSF will pay 85% of the monthly fee. Liquidated damages may be imposed on the next invoice once a final decision is made by the Department.
 - f) The Contractor will be held accountable for, and must reimburse BHSF for any charges paid as a result of, any error on the Contractor's part, which results in authorization for any service not contained in the approved plan of care or which exceed the waiver or service limit.
2. The decision to impose liquidated damages may include consideration of some or all of the following factors:
 - a) The duration of the violation;
 - b) Whether the violation (or one that is substantially similar) has previously occurred;
 - c) The Contractor's history of compliance;
 - d) The severity of the violation and whether it imposes an immediate threat to the health or safety of the consumers;
 - e) The "good faith" exercised by the Contractor in attempting to stay in compliance.

D. Fraud and Abuse

1. The Contractor shall have internal controls and policies and procedures in place that are designed to prevent, detect, and report known or suspected fraud and abuse activities.
2. Such policies and procedures must be in accordance with state and federal regulations. The Contractor shall have adequate staffing and resources to investigate unusual incidents and develop and implement corrective action plans to assist the Contractor in preventing and detecting potential fraud and abuse activities.

E. Technical Requirements

The Contractor must have sufficient connectivity to be able to interface with the MMIS, OTIS, and OPTS system and other systems necessary for the successful completion of the deliverables specified with this statement of work as determined by the Department.

All systems and materials developed during the course of this contract will become the property of DHH.

The Contractor shall be responsible for acquiring and maintaining necessary hardware, software, and network resources to support the requirements of this RFP.

The Contractor shall adhere to all State and Federal regulations and guidelines, as well as industry standards and best practices, for information systems, data exchange, and any functions necessary to fulfill the requirements of this RFP;

The Contractor shall be responsible for all initial and recurring costs required for access to DHH system(s), as well as DHH access to the Contractor's system(s). These costs include, but are not limited to, hardware, software, licensing, authority/permission to utilize any patents, annual maintenance, support, and connectivity with DHH and the Fiscal Intermediary;

The Contractor shall have the capability to securely transfer or exchange data with DHH, in the requested formats, within the timelines approved by the Department and specified in this RFP. The Contractor shall have the capability to interface with existing and future systems.

The Contractor shall comply with Section 508 of the Rehabilitation Act of 1973 with regards to any websites exposed to the public. The Department will maintain ownership rights to all Internet registered domains for all websites exposed to the public.

The Contractor shall develop, test and maintain a Disaster Recovery and Business Continuity Plan (DR/BCP) and procedures to allow it to continue to deliver essential business functions despite damage, loss or disruption of information technology due to the unexpected occurrence of a natural or man-made emergency or disaster.

The DR/BCP should be submitted to DHH for approval at time of proposal. The plans should include: Risk Assessment, Business Impact Analysis, Alignment to Business Strategy, Alignment to Business Continuity Strategy, and Testing and Updating Plans.

The Contractor shall provide online documentation of the system(s) to be delivered upon implementation, within thirty (30) days of a major change, or as requested by the Department

The Contractor shall ensure the system(s) will be available twenty-four (24) hours, seven (7) days a week. Maintenance and down time shall be scheduled and approved by the Department. All unscheduled downtime must be reported to DHH immediately, with stated corrective action and workarounds.

The Contractor shall provide DHH staff with real time access to the system(s) and shall incur all of the related costs. A copy of the database must be included on the DHH server to allow State users access to the data for the purpose of running ad-hoc reports.

The Contractor must maintain hardware and software compatible with current DHH requirements which are as follows:

- IBM compatible PC
- Intel Core i5 or equivalent (or compatible successors)
- 4 Gig of RAM memory (minimum)
- Enough spare USB ports to accommodate thumb drives, etc.
- 250GB Hard Drive (minimum)
- Ethernet LAN interface for laptop and desktop PCs
- 19" WXGA Digital Flat Panel LCD monitor with DVI (minimum)
- Printer compatible with hardware and software required
- High speed internet with email
- DVD\CD ROM
- Windows XP, SP3 or later version of operating system (minimum)
- Windows Internet Explorer 8.0 (or later)
- Microsoft Office 2007 or later
- Appropriate firewalls for internet security
- Compliant with industry-standard physical and procedural safeguards for confidential information (at a minimum, NIST 800-53A that governs Federal interface security). Additional security standards such as those developed by industry coalitions such as the International Organization for Standardization operating on the domain of PHI are considered to be additional expertise the Contractor can bring to bear on their systems design and operation.

F. Subcontracting

The Contractor shall not contract with any other party for furnishing any of the work and professional services required by the contract without the express prior written approval of the Department. The Contractor shall not substitute any subcontractor without the prior written approval of the Department. For subcontractor(s), before commencing work, the Contractor will provide letters of agreement, contracts or other forms of commitment which demonstrates that all requirements pertaining to the Contractor will be satisfied by all subcontractors through the following:

1. The subcontractor(s) will provide a written commitment to accept all contract provisions.

2. The subcontractor(s) will provide a written commitment to adhere to an established system of accounting and financial controls adequate to permit the effective administration of the contract.

G. Insurance Requirements

Insurance shall be placed with insurers with an A.M. Best's rating of no less than A-: VI. This rating requirement shall be waived for Worker's Compensation coverage only.

1. Contractor's Insurance

The Contractor shall not commence work under this contract until it has obtained all insurance required herein. Certificates of Insurance, fully executed by officers of the Insurance Company shall be filed with the Department for approval. The Contractor shall not allow any subcontractor to commence work on subcontract until all similar insurance required for the subcontractor has been obtained and approved. If so requested, the Contractor shall also submit copies of insurance policies for inspection and approval of the Department before work is commenced. Said policies shall not be canceled, permitted to expire, or be changed without thirty (30) days notice in advance to the Department and consented to by the Department in writing and the policies shall so provide.

2. Compensation Insurance

Before any work is commenced, the Contractor shall obtain and maintain during the life of the contract, Workers' Compensation Insurance for all of the Contractor's employees employed to provide services under the contract. In case any work is sublet, the Contractor shall require the subcontractor similarly to provide Workers' Compensation Insurance for all the latter's employees, unless such employees are covered by the protection afforded by the Contractor. In case any class of employees engaged in work under the contract at the site of the project is not protected under the Workers' Compensation Statute, the Contractor shall provide for any such employees, and shall further provide or cause any and all subcontractors to provide Employer's Liability Insurance for the protection of such employees not protected by the Workers' Compensation Statute.

3. Commercial General Liability Insurance

The Contractor shall maintain during the life of the contract such Commercial General Liability Insurance which shall protect Contractor, the Department, and any subcontractor during the performance of work covered by the contract from claims or damages for personal injury, including accidental death, as well as for claims for property damages, which may arise from operations under the contract, whether such operations be by the Contractor or by a subcontractor, or by anyone directly or indirectly employed by either of them, or in such a manner as to impose liability to the Department. Such insurance shall name the Department as additional insured for claims arising from or as the result of the operations of the Contractor or its subcontractors. In the absence of specific regulations, the amount of coverage shall be as follows: Commercial General

Liability Insurance, including bodily injury, property damage and contractual liability, with combined single limits of \$1,000,000.

4. Insurance Covering Special Hazards

Special hazards as determined by the Department shall be covered by rider or riders in the Commercial General Liability Insurance Policy or policies herein elsewhere required to be furnished by the Contractor, or by separate policies of insurance in the amounts as defined in any Special Conditions of the contract included therewith.

5. Licensed and Non-Licensed Motor Vehicles

The Contractor shall maintain during the life of the contract, Automobile Liability Insurance in an amount not less than combined single limits of \$1,000,000 per occurrence for bodily injury/property damage. Such insurance shall cover the use of any non-licensed motor vehicles engaged in operations within the terms of the contract on the site of the work to be performed thereunder, unless such coverage is included in insurance elsewhere specified.

6. Subcontractor's Insurance

The Contractor shall require that any and all subcontractors, which are not protected under the Contractor's own insurance policies, take and maintain insurance of the same nature and in the same amounts as required of the Contractor.

H. Resources Available to Contractor

The Bureau of Health Services Financing/Waiver Assistance & Compliance Section will have an assigned staff member who will be responsible for primary oversight of the contract. This individual will schedule meetings to discuss progress of activities and problems identified.

I. Contact Personnel

All work performed by the contractor will be monitored by the contract monitor:

Candace Ricard
Department of Health and Hospitals
Bureau of Health Services Financing
Waiver Assistance & Compliance Section
P.O. Box 91030
Baton Rouge, LA 70821
Phone: 225-342-6159
Email: Candace.Ricard@LA.GOV

J. Term of Contract

The contract shall commence on or near the date approximated in the Schedule of Events. The term of this contract is for a period not to exceed 36 months. The continuation of this contract is contingent upon the appropriation of funds by the legislature to fulfill the requirements of the contract.

K. Payment

The Contractor shall submit deliverables in accordance with established timelines and shall submit itemized invoices monthly or as defined in the contract terms. Payment of invoices is subject to approval of the contract monitor.

III. PROPOSALS

A. General Information

This section outlines the provisions which govern determination of compliance of each proposer's response to the RFP. The Department shall determine, at its sole discretion, whether or not the requirements have been reasonably met. Omissions of required information shall be grounds for rejection of the proposal by the Department.

B. Contact After Solicitation Deadline

After the date for receipt of proposals, no proposer-initiated contact relative to the solicitation will be allowed between the proposers and DHH until an award is made.

C. Code of Ethics

Proposers are responsible for determining that there will be no conflict or violation of the Ethics Code if their company is awarded the contract. The Louisiana Board of Ethics is the only entity which can officially rule on ethics issues.

D. Rejection and Cancellation

Issuance of this solicitation does not constitute a commitment by DHH to award a contract or contracts. The Department reserves the right to reject all proposals received in response to this solicitation.

In accordance with the provisions of R.S. 39:2182, in awarding contracts after August 15, 2010, any public entity is authorized to reject a proposal or bid from, or not award the contract to, a business in which any individual with an ownership interest of five percent or more, has been convicted of, or has entered a plea of guilty or nolo contendere to any state felony or equivalent federal felony crime committed in the solicitation or execution of a contract or bid awarded under the laws governing public contracts under the provisions of Chapter 10 of Title 38 of the Louisiana Revised Statutes of 1950, professional, personal, consulting, and social services procurement under the provisions of Chapter 16 of this Title, or the Louisiana Procurement Code under the provisions of Chapter 17 of this Title.

E. Award Without Discussion

The Secretary of DHH reserves the right to make an award without presentations by proposers or further discussion of proposals received.

F. Assignments

Any assignment, pledge, joint venture, hypothecation of right or responsibility to any person, firm or corporation should be fully explained and detailed in the proposal. Information as to the experience and qualifications of proposed subcontractors or joint ventures should be included in the proposal. In addition, written commitments from any subcontractors or joint ventures should be included as part of the proposal.

G. Proposal Cost

The proposer assumes sole responsibility for any and all costs associated with the preparation and reproduction of any proposal submitted in response to this RFP, and shall not include this cost or any portion thereof in the proposed contract price

H. Errors and Omissions

The State reserves the right to make corrections due to minor errors of proposer identified in proposals by State or the proposer. The State, at its option, has the right to request clarification or additional information from proposer.

I. Ownership of Proposal

All proposals become the property of the Department and will not be returned to the proposer. The Department retains the right to use any and all ideas or adaptations of ideas contained in any proposal received in response to this solicitation. Selection or rejection of the offer will not affect this right. Once a contract is awarded, all proposals will become subject to the Louisiana Public Records Act.

J. Procurement Library/Resources Available To Proposer

Relevant material related to this RFP will be posted at the following web address:
<http://new.dhh.louisiana.gov/index.cfm/page/248/n/24>

K. Proposal Submission

1. All proposals must be received by the due date and time indicated on the Schedule of Events. Proposals received after the due date and time will not be considered. It is the sole responsibility of each proposer to assure that its proposal is delivered at the specified location prior to the deadline. Proposals which, for any reason, are not so delivered will not be considered.
2. Proposer shall submit one (1) original hard copy (the certification statement must have original signature signed in ink) and should submit two (2) electronic copies (flash drive or cd) and ten (10) hard copies of each proposal. No facsimile or emailed proposals will be accepted. The cost proposal and financial statements should be submitted separately from the technical proposal; however, for mailing purposes, all packages may be shipped in one container.
3. Proposals must be submitted via U.S. mail, courier or hand delivered to:

If courier mail or hand delivered:

Mary Fuentes

Department of Health and Hospitals

Division of Contracts and Procurement Support

628 N 4th Street, 5th Floor

Baton Rouge, LA 70802

If delivered via US Mail:

Mary Fuentes

Department of Health and Hospitals

Division of Contracts and Procurement Support
P.O. Box 1526
Baton Rouge, LA 70821-1526

L. Public Record

1. The provisions of the Louisiana Public Records Act (La. R.S. 44.1 et. seq. apply to this RFP. For the purposes of this RFP, Pursuant to this Act, all public proceedings, records, contracts, and other public documents relating to this RFP shall be open to public inspection. Proposers should refer to the Louisiana Public Records Act for further clarification.

M. Proposal Format

1. An item-by-item response to the Request for Proposals is requested.
2. There is no intent to limit the content of the proposals, and proposers may include any additional information deemed pertinent. Emphasis should be on simple, straightforward and concise statements of the proposer's ability to satisfy the requirements of the RFP.

N. Requested Proposal Outline:

- Introduction/Administrative Data
- Work Plan/Project Execution
- Relevant Corporate Experience
- Personnel Qualifications
- Additional Information
- Corporate Financial Condition
- Cost and Pricing Analysis

O. Proposal Content

1. Proposals should include information that will assist the Department in determining the level of quality and timeliness that may be expected. The Department shall determine, at its sole discretion, whether or not the RFP provisions have been reasonably met. The proposal should describe the background and capabilities of the proposer, give details on how the services will be provided, and shall include a breakdown of proposed costs. Work samples may be included as part of the proposal.
2. Proposals should address how the proposer intends to assume complete responsibility for timely performance of all contractual responsibilities in accordance with federal and state laws, regulations, policies, and procedures.

Proposals should define proposer's functional approach in providing services and identify the tasks necessary to meet the RFP requirements of the provision of services, as outlined in Section II.

3. The Proposer shall identify in their proposal all systems which are considered to be proprietary.
4. The DR/BCP should be submitted to DHH for approval at time of proposal.

5. Introduction/Administrative Data

- a) The introductory section should contain summary information about the proposer's organization. This section should state proposer's knowledge and understanding of the needs and objectives of DHH Bureau of Health Services Financing/Waiver Assistance & Compliance Section as related to the scope of this RFP. It should further cite its ability to satisfy provisions of the Request for Proposal.
- b) This introductory section should include a description of how the proposer's organizational components communicate and work together in both an administrative and functional capacity from the top down. This section should contain a brief summary setting out the proposer's management philosophy including, but not limited to, the role of Quality Control, Professional Practices, Supervision, Distribution of Work and Communication Systems. This section should include an organizational chart displaying the proposer's overall structure.
- c) This section should also include the following information:
 - i. Location of Active Office with Full Time Personnel, include all office locations (address) with full time personnel.
 - ii. Name and address of principal officer;
 - iii. Name and address for purpose of issuing checks and/or drafts;
 - iv. For corporations, a statement listing name(s) and address(es) of principal owners who hold five percent interest or more in the corporation.
 - v. If out-of-state proposer, give name and address of local representative; if none, so state;
 - vi. If any of the proposer's personnel named is a current or former Louisiana state employee, indicate the Agency where employed, position, title, termination date, and social security number;
 - vii. If the proposer was engaged by DHH within the past twenty-four (24) months, indicate the contract number and/or any other information available to identify the engagement; if not, so state; and
 - viii. Proposer's state and federal tax identification numbers.
 - ix. Veteran/Hudson Initiative: Proposer should demonstrate participation in Veteran Initiative and Hudson Initiative Small Entrepreneurships or explanation if not applicable (See Attachment I).
- d) The following information **must** be included in the proposal:
 - i. Certification Statement: The proposer must sign and submit an original Certification Statement (See Attachment II).

6. Work Plan/Project Execution

The proposer should articulate an understanding of, and ability to effectively implement services as outlined within Section II of the RFP. In this section the proposer should state the approach it intends to use in achieving each objective of the project as outlined, including a project work plan and schedule for implementation. In particular, the proposer should:

- a)** Provide a written explanation of the organizational structures of both operations and program administration, and how those structures will support service implementation. Individual components should include plans for supervision, training, technical assistance, as well as collaboration as appropriate.
- b)** Provide a strategic overview including all elements to be provided.
- c)** Demonstrate an ability to hire staff with the necessary experience and skill set that will enable them to effectively meet the needs of consumers served.
- d)** Demonstrate an understanding of, and ability to implement, the various types of organizational strategies to be integrated within the day to day operations, which are critical in organizing their functioning and maximizing productivity.
- e)** Demonstrate knowledge of services to be provided and effective strategies to achieve objectives and effective service delivery.
- f)** Describe approach and strategy for project oversight and management.
- g)** Articulate the need for, and the ability to implement, a plan for continuous quality improvement; this includes (but is not limited to) reviewing the quality of services provided and staff productivity.
- h)** Demonstrate an understanding of and ability to implement data collection as needed.
- i)** Explain processes that will be implemented in order to complete all tasks and phases of the project in a timely manner, as outlined within Section II.
- j)** Articulate the ability to develop and implement an All Hazards Response plan in the event of an emergency event.
- k)** Refer to specific documents and reports that can be produced as a result of completing tasks, to achieve the requested deliverables.
- l)** Identify all assumptions or constraints on tasks.
- m)** Discuss what flexibility exists within the work plan to address unanticipated problems which might develop during the contract period.

- n)** If the proposer intends to subcontract for portions of the work, include specific designations of the tasks to be performed by the subcontractor.
 - o)** Document procedures to protect the confidentiality of records in DHH databases, including records in databases that may be transmitted electronically via e-mail or the Internet.
- 7. Relevant Corporate Experience**
 - a)** The proposal should indicate the firm has a record of prior successful experience in the design and implementation of the services sought through this RFP. Proposers should include statements specifying the extent of responsibility on prior projects and a description of the projects scope and similarity to the projects outlined in this RFP. All experience under this section should be in sufficient detail to allow an adequate evaluation by the Department. The proposer should have, within the last 24 months completed a similar type project. Proposers should give at least two customer references for projects completed in at least the last 24 months. References should include the name, email address and telephone number of each contact person.
 - b)** In this section, a statement of the proposer's involvement in litigation that could affect this work should be included. If no such litigation exists, proposer should so state.
- 8. Personnel Qualifications**
 - a)** The purpose of this section is to evaluate the relevant experience, resources, and qualifications of the proposed staff to be assigned to this project. The experience of proposer's personnel in implementing similar services to those to be provided under this RFP will be evaluated. The adequacy of personnel for the proposed project team will be evaluated on the basis of project tasks assigned, allocation of staff, professional skill mix, and level of involvement of personnel.
 - b)** Proposers should state job responsibilities, workload and lines of supervision. An organizational chart identifying individuals and their job titles and major job duties should be included. The organizational chart should show lines of responsibility and authority.
 - c)** Job descriptions, including the percentage of time allocated to the project and the number of personnel should be included and should indicate minimum education, training, experience, special skills and other qualifications for each staff position as well as specific job duties identified in the proposal. Job descriptions should indicate if the position will be filled by a sub-contractor.
 - d)** Key personnel and the percentage of time directly assigned to the project should be identified.

e) Résumés of all known personnel should be included. Resumes of proposed personnel should include, but not be limited to:

- Experience with proposer,
- Previous experience in projects of similar scope and size.
- Educational background, certifications, licenses, special skills, etc.

f) If subcontractor personnel will be used, the proposer should clearly identify these persons, if known, and provide the same information requested for the proposer's personnel.

9. Additional Information

As an appendix to its proposal, if available, proposers should provide copies of any policies and procedures manuals applicable to this contract, inclusive of organizational standards or ethical standards. This appendix must also include a copy of proposer's All Hazards Response Plan,.

10. Corporate Financial Condition

a) The organization's financial solvency will be evaluated. The proposer's ability to demonstrate adequate financial resources for performance of the contract or the ability to obtain such resources as required during performance under this contract will be considered.

b) Proposal should include for each of the last three (3) years, copies of financial statements, preferably audited, including at least a balance sheet and profit and loss statement, or other appropriate documentation which would demonstrate to the Department the proposer's financial resources sufficient to conduct the project.

11. Cost and Pricing Analysis

a) Proposer shall specify costs for performance of tasks. Proposal shall include all anticipated costs of successful implementation of all deliverables outlined. An item by item breakdown of costs shall be included in the proposal.

b) Proposers shall submit the breakdown in the format provided (See Attachment V) for each year of the contract to demonstrate how cost was determined.

P. Evaluation Criteria

The following criteria will be used to evaluate proposals:

1. Evaluations will be conducted by a Proposal Review Committee.

2. Evaluations of the financial statements will be conducted by a member of the DHH Fiscal Division.

3. Scoring will be based on a possible total of 100 points and the proposal with the highest total score will be recommended for award.

4. Cost Evaluation:

- a) The proposer with the lowest total cost for all 3 years shall receive 25 points. Other proposers shall receive points for cost based upon the following formula:

$$\text{CPS} = (\text{LPC}/\text{PC}) * 25$$

CPS = Cost Proposal Score

LPC = Lowest Proposal Cost of all proposers

PC = Individual Proposal Cost

- b) The assignment of the 25 points based on the above formula will be calculated by a member of the DHH Contracts Office staff.

5. Evaluation Criteria and Assigned Weights:

Evaluation Criteria	Assigned Weight
Introduction/Understanding of RFP	1
Work Plan/Project Execution	24
Corporate Experience	15
Qualification of Personnel	20
Financial Statements	5
Cost	25
Veteran/Hudson Initiatives	10
Total	100

Q. Announcement of Award

The Department will award the contract to the proposer with the highest graded proposal and deemed to be in the best interest of the Department. All proposers will be notified of the contract award. The Department will notify the successful proposer and proceed to negotiate contract terms.

IV. CONTRACTUAL INFORMATION

- A. The contract between DHH and the Contractor shall include the standard DHH contract form (CF-1/attached) including a negotiated scope of work, the RFP and its amendments and addenda, and the Contractor's proposal. The attached CF-1 contains basic information and general terms and conditions of the contract to be awarded.
- B. Mutual Obligations and Responsibilities: The state requires that the mutual obligations and responsibilities of DHH and the successful proposer be recorded in a written contract. While final wording will be resolved at contract time, the intent of

the provisions will not be altered and will include all provisions as specified in the attached CF-1.

- C. Retainage - the Department shall secure a retainage of 10% from all billings under the contract as surety for performance. On successful completion of contract deliverables, the retainage amount may be released on an annual basis.
- D. In addition, to terms of the CF-1 and supplements, the following will be incorporated into the contract awarded through this RFP:
 - 1. Personnel Assignments: The Contractor's key personnel assigned to this contract may not be replaced without the written consent of the Department. Such consent shall not be unreasonably withheld or delayed provided an equally qualified replacement is offered. Key personnel for these purposes will be determined during contract negotiation.
 - 2. Force Majeure: The Contractor and the Department are excused from performance under contract for any period they may be prevented from performance by an Act of God, strike, war, civil disturbance, epidemic or court order.
 - 3. Order of Precedence: The contract shall, to the extent possible, be construed to give effect to all provisions contained therein; however, where provisions conflict, the intent of the parties shall be determined by giving a first priority to provisions of the contract excluding the RFP and the proposal; second priority to the provisions of the RFP; and third priority to the provisions of the proposal.
 - 4. Entire Agreement: This contract, together with the RFP and addenda issued thereto by the Department, the proposal submitted by the Contractor in response to the Department's RFP, and any exhibits specifically incorporated herein by reference constitute the entire agreement between the parties with respect to the subject matter.
 - 5. Board Resolution/Signature Authority: The Contractor, if a corporation, shall secure and attach to the contract a formal Board Resolution indicating the signatory to the contract is a corporate representative and authorized to sign said contract.
 - 6. Warranty to Comply with State and Federal Regulations: The Contractor shall warrant that it shall comply with all state and federal regulations as they exist at the time of the contract or as subsequently amended.
 - 7. Warranty of Removal of Conflict of Interest: The Contractor shall warrant that it, its officers, and employees have no interest and shall not acquire any interest, direct or indirect, which conflicts in any manner or degree with the performance of services hereunder. The Contractor shall periodically inquire of its officers and employees concerning such conflicts, and shall inform the Department

promptly of any potential conflict. The Contractor shall warrant that it shall remove any conflict of interest prior to signing the contract.

8. If the Contractor is a corporation, the following requirement must be met prior to execution of the contract:
 - a) If a for-profit corporation whose stock is not publicly traded-the Contractor must file a Disclosure of Ownership form with the Louisiana Secretary of State.
 - b) If the Contractor is a corporation not incorporated under the laws of the State of Louisiana-the Contractor must obtain a Certificate of Authority pursuant to R.S. 12:301-302 from the Louisiana Secretary of State.
 - c) The Contractor must provide written assurance to the agency from Contractor's legal counsel that the Contractor is not prohibited by its articles of incorporation, bylaws or the laws under which it is incorporated from performing the services required under the contract.

Attachments:

- I. **Veteran and Hudson Initiatives**
- II. **Certification Statement**
- III. **DHH Standard Contract Form (CF-1)**
- IV. **HIPAA BAA**
- V. **Sample Cost Breakdown Template**

Attachment I- Veteran and Hudson Initiatives

Veteran-Owned and Service-Connected Small Entrepreneurships (Veteran Initiative) and Louisiana Initiative for Small Entrepreneurships (Hudson Initiative) Programs
Participation of Veteran Initiative and Hudson Initiative small entrepreneurships will be scored as part of the technical evaluation.

The State of Louisiana Veteran and Hudson Initiatives are designed to provide additional opportunities for Louisiana-based small entrepreneurships (sometimes referred to as LaVet's and SE's respectively) to participate in contracting and procurement with the state. A certified Veteran-Owned and Service-Connected Disabled Veteran-Owned small entrepreneurship

(LaVet) and a Louisiana Initiative for Small Entrepreneurships (Hudson Initiative) small entrepreneurship are businesses that have been certified by the Louisiana Department of Economic Development. All eligible vendors are encouraged to become certified. Qualification requirements and online certification are available at <https://smallbiz.1ouisianaforward.com/index 2.asp>.

Ten percent (10%) of the total evaluation points on this RFP are reserved for proposers who are themselves a certified Veteran or Hudson Initiative small entrepreneurship or who will engage the participation of one or more certified Veteran or Hudson Initiatives small entrepreneurships as subcontractors.

A current list of certified Veteran-Owned and Service-Connected Disabled Veteran-Owned and Hudson Initiative small entrepreneurships may be obtained from the Louisiana Economic Development Certification System at <https://smallbiz.1ouisianaforward.com/index 2.asp>.

Additionally, a list of Hudson and Veteran Initiative small entrepreneurships, which have been certified by the Louisiana Department of Economic Development and who have opted to register in the State of Louisiana LaGov Supplier Portal

https://lagoverpvendor.doa.louisiana.gov/irj/portal/anonymous?guest_user=self_reg may be accessed from the State of Louisiana Procurement and Contract (LaPAC) Network

<http://wwwprd.doa.louisiana.gov/osp/lapac/vendor/srchven.asp>. When using this site, determine the search criteria (i.e. alphabetized list of all certified vendors, by commodities, etc.) and select SmallE, VSE, or DVSE. Reserved points shall be added to the applicable proposers' evaluation score as follows:

Proposer Status and Reserved Points

- ☐ Proposer is a certified small entrepreneurship: Full amount of the reserved points
- ☐ Proposer is not a certified small entrepreneurship but has engaged one or more certified small entrepreneurships to participate as subcontractors:

- 1 participating small entrepreneurship: 1/5th of the reserved points
- 2 participating small entrepreneurships: 2/5ths of the reserved points
- 3 participating small entrepreneurships: 3/5ths of the reserved points
- 4 participating small entrepreneurships: 4/5ths of the reserved points
- 5 or more participating small entrepreneurships: Full amount of the reserved points

If a proposer is not a certified small entrepreneurship as described herein, but plans to use certified small entrepreneurship(s), proposer shall include in their proposal the names of their certified Veteran Initiative or Hudson Initiative small entrepreneurship subcontractor(s), a description of the work each will perform, and the dollar value of each subcontract.

During the term of the contract and at expiration, the Contractor will also be required to report Veteran Owned and Service-Connected Disabled Veteran-Owned and Hudson Initiative small entrepreneurship subcontractor or distributor participation and the dollar amount of each.

Attachment II- Certification Statement

CERTIFICATION STATEMENT

The undersigned hereby acknowledges she/he has read and understands all requirements and specifications of the Request for Proposals (RFP), including attachments.

OFFICIAL CONTACT. The State requests that the Proposer designate one person to receive all documents and the method in which the documents are best delivered. Identify the Contact name and fill in the information below: (Print Clearly)

Date	
Official Contact Name	
Email Address	
Fax Number with Area Code	
Telephone Number	
Street Address	
City, State, and Zip	

Proposer certifies that the above information is true and grants permission to the Department to contact the above named person or otherwise verify the information I have provided.

By its submission of this proposal and authorized signature below, proposer certifies that:

1. The information contained in its response to this RFP is accurate;
2. Proposer accepts the procedures, evaluation criteria, contract terms and conditions, and all other administrative requirements set forth in this RFP.
3. Proposer accepts the procedures, evaluation criteria, mandatory contract terms and conditions, and all other administrative requirements set forth in this RFP.
4. Proposer's technical and cost proposals are valid for at least 120 days from the date of proposer's signature below;
5. Proposer understands that if selected as the successful Proposer, he/she will have 5 business days from the date of delivery of initial contract in which to complete contract negotiations, if any, and execute the final contract document. The Department has the option to waive this deadline if actions or inactions by the Department cause the delay.
6. Proposer certifies, by signing and submitting a proposal for \$25,000 or more, that their company, any subcontractors, or principals are not suspended or debarred by the General Services Administration (GSA) in accordance with the requirements in OMB Circular A-133. (A list of parties who have been suspended or debarred can be viewed via the internet at www.epls.gov).

Authorized Signature: _____
(Original signature only. No electronic or photocopy accepted.)

Typed or Printed Name: _____

Title: _____

Company Name: _____

Attachment III- DHH Standard Contract Form (CF-1)

CONTRACT BETWEEN STATE OF LOUISIANA
DEPARTMENT OF HEALTH AND HOSPITALSCFMS:
DHH:
AGENCY #

AND

FOR

☐ Personal Services ☐ Professional Services ☐ Consulting Services ☐ Social Services

1) Contractor (Legal Name if Corporation)	5) Federal Employer Tax ID# or Social Security # (11 digits)
2) Street Address	6) Parish(es) Served
City and State	7) License or Certification #
3) Telephone Number	8) Contractor Status
4) Mailing Address (if different)	Subrecipient: <input type="checkbox"/> Yes <input type="checkbox"/> No
	Corporation: <input type="checkbox"/> Yes <input type="checkbox"/> No
	For Profit: <input type="checkbox"/> Yes <input type="checkbox"/> No
	Publicly Traded: <input type="checkbox"/> Yes <input type="checkbox"/> No
City and State	8a) CFDA#(Federal Grant #)
Zip Code	

9) Brief Description Of Services To Be Provided:

Include description of work to be performed and objectives to be met; description of reports or other deliverables and dates to be received (when applicable). In a consulting service, a resume of key contract personnel performing duties under the terms of the contract and amount of effort each will provide under terms of contract should be attached.

10) Effective Date	11) Termination Date
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12) This contract may be terminated by either party upon giving thirty (30) days advance written notice to the other party with or without cause but in no case shall continue beyond the specified termination date.

13) Maximum Contract Amount

14) Terms of Payment

If progress and/or completion of services are provided to the satisfaction of the initiating Office/Facility, payments are to be made as follows: (stipulate rate or standard of payment, billing intervals, invoicing provisions, etc.). Contractor obligated to submit final invoices to Agency within fifteen (15) days after termination of contract.

PAYMENT WILL BE MADE ONLY UPON APPROVAL OF:	Name	
	Title	Phone Number

15) Special or Additional Provisions which are incorporated herein, if any (IF NECESSARY, ATTACH SEPARATE SHEET AND REFERENCE):

During the performance of this agreement, the Contractor hereby agrees to the following terms and conditions:

1. Contractor hereby agrees to adhere as applicable to the mandates dictated by Titles VI and VII of the Civil Rights Act of 1964, as amended; the Vietnam Era Veterans' Readjustment Assistance Act of 1974; Americans with Disabilities Act of 1990 as amended; the Rehabilitation Act of 1973 as amended; Sec. 202 of Executive Order 11246 as amended, and all applicable requirements imposed by or pursuant to the regulations of the U. S. Department of Health and Human Services. Contractor agrees not to discriminate in the rendering of services to and/or employment of individuals because of race, color, religion, sex, age, national origin, handicap, political beliefs, disabled veteran, veteran status, or any other non-merit factor.
2. Contractor shall abide by the laws and regulations concerning confidentiality which safeguard information and the patient/client confidentiality. Information obtained shall not be used in any manner except as necessary for the proper discharge of Contractor's obligations. (The Contractor shall establish, subject to review and approval of the Department, confidentiality rules and facility access procedures.)
3. The State Legislative Auditor, Office of the Governor, Division of Administration, and Department Auditors or those designated by the Department shall have the option of auditing all accounts pertaining to this contract during the contract and for a three year period following final payment. Contractor grants to the State of Louisiana, through the Office of the Legislative Auditor, Department of Health and Hospitals, and Inspector General's Office, Federal Government and/or other such officially designated body the right to inspect and review all books and records pertaining to services rendered under this contract, and further agrees to guidelines for fiscal administration as may be promulgated by the Department. Records will be made available during normal working hours.

Contractor shall comply with federal and state laws and/or DHH Policy requiring an audit of the Contractor's operation as a whole or of specific program activities. Audit reports shall be sent within thirty (30) days after the completion of the audit, but no later than six (6) months after the end of the audit period. If an audit is performed within the contract period, for any period, four (4) copies of the audit report shall be sent to the Department of Health and Hospitals, Attention: **Division of Fiscal Management, P.O. Box 91117, Baton Rouge, LA 70821-3797** and one (1) copy of the audit shall be sent to the **originating DHH Office**.

4. Contractor agrees to retain all books, records and other documents relevant to the contract and funds expended thereunder for at least four (4) years after final payment or as prescribed in 45 CFR 74:53 (b) whichever is longer. Contractor shall make available to the Department such records within thirty (30) days of the Department's written request and shall deliver such records to the Department's central office in Baton Rouge, Louisiana, all without expense to the Department. Contractor shall allow the Department to inspect, audit or copy records at the contractor's site, without expense to the Department.
5. Contractor shall not assign any interest in this contract and shall not transfer any interest in the same (whether by assignment or novation), without written consent of the Department thereto, provided, however, that claims for money due or to become due to Contractor from the Department under this contract may be assigned to a bank, trust company or other financial institution without advanced approval. Notice of any such assignment or transfer shall be promptly furnished to the Department and the Division of Administration, Office of Contractual Review.
6. Contractor hereby agrees that the responsibility for payment of taxes from the funds received under this contract shall be Contractor's. The contractor assumes responsibility for its personnel providing services hereunder and shall make all deductions for withholding taxes, and contributions for unemployment compensation funds, and shall maintain, at Contractor's expense, all necessary insurance for its employees, including but not limited to automobile insurance, workers' compensation and general liability insurance.
7. Contractor shall obtain and maintain during the contract term all necessary insurance including automobile insurance, workers' compensation insurance, and general liability insurance. The required insurances shall protect the Contractor, the Department of Health and Hospitals, and the State of

Louisiana from all claims related to Contractor's performance of this contract. Certificates of Insurance shall be filed with the Department for approval. Said policies shall not be canceled, permitted to expire, or be changed without thirty (30) days advance written notice to the Department. Commercial General Liability Insurance shall provide protection during the performance of work covered by the contract from claims or damages for personal injury, including accidental death, as well as claims for property damages, with combined single limits prescribed by the Department.

8. In cases where travel and related expenses are required to be identified separate from the fee for services, such costs shall be in accordance with State Travel Regulations. The contract contains a maximum compensation which shall be inclusive of all charges including fees and travel expenses.
9. No funds provided herein shall be used to urge any elector to vote for or against any candidate or proposition on an election ballot nor shall such funds be used to lobby for or against any proposition or matter having the effect of law being considered by the legislature or any local governing authority. This provision shall not prevent the normal dissemination of factual information relative to a proposition or any election ballot or a proposition or matter having the effect of law being considered by the legislature or any local governing authority. Contracts with individuals shall be exempt from this provision.
10. Should contractor become an employee of the classified or unclassified service of the State of Louisiana during the effective period of the contract, Contractor must notify his/her appointing authority of any existing contract with State of Louisiana and notify the contracting office of any additional state employment. This is applicable only to contracts with individuals.
11. All non-third party software and source code, records, reports, documents and other material delivered or transmitted to Contractor by State shall remain the property of State, and shall be returned by Contractor to State, at Contractor's expense, at termination or expiration of this contract. All non-third party software and source code, records, reports, documents, or other material related to this contract and/or obtained or prepared by Contractor in connection with the performance of the services contracted for herein shall become the property of State, and shall be returned by Contractor to State, at Contractor's expense, at termination or expiration of this contract.
12. Contractor shall not enter into any subcontract for work or services contemplated under this contract without obtaining prior written approval of the Department. Any subcontracts approved by the Department shall be subject to conditions and provisions as the Department may deem necessary; provided, however, that notwithstanding the foregoing, unless otherwise provided in this contract, such prior written approval shall not be required for the purchase by the contractor of supplies and services which are incidental but necessary for the performance of the work required under this contract. No subcontract shall relieve the Contractor of the responsibility for the performance of contractual obligations described herein.
13. No person and no entity providing services pursuant to this contract on behalf of contractor or any subcontractor is prohibited from providing such services by the provisions of R.S. 42:1113 as amended in the 2008 Regular Session of the Louisiana Legislature.
14. No claim for services furnished or requested for reimbursement by Contractor, not provided for in this contract, shall be allowed by the Department. In the event the Department determines that certain costs which have been reimbursed to Contractor pursuant to this or previous contracts are not allowable, the Department shall have the right to set off and withhold said amounts from any amount due the Contractor under this contract for costs that are allowable.
15. This contract is subject to and conditioned upon the availability and appropriation of Federal and/or State funds; and no liability or obligation for payment will develop between the parties until the contract has been approved by required authorities of the Department; and, if contract exceeds \$20,000, the Director of the Office of Contractual Review, Division of Administration in accordance with La. R.S. 39:1502.

16. The continuation of this contract is contingent upon the appropriation of funds from the legislature to fulfill the requirements of the contract. If the Legislature fails to appropriate sufficient monies to provide for the continuation of the contract, or if such appropriation is reduced by the veto of the Governor or by any means provided in the appropriations act to prevent the total appropriation for the year from exceeding revenues for that year, or for any other lawful purpose, and the effect of such reduction is to provide insufficient monies for the continuation of the contract, the contract shall terminate on the date of the beginning of the first fiscal year for which funds are not appropriated.
17. Any alteration, variation, modification, or waiver of provisions of this contract shall be valid only when reduced to writing, as an amendment duly signed, and approved by required authorities of the Department; and, if contract exceeds \$20,000, approved by the Director of the Office of Contractual Review, Division of Administration. Budget revisions approved by both parties in cost reimbursement contracts do not require an amendment if the revision only involves the realignment of monies between originally approved cost categories.
18. Any contract disputes will be interpreted under applicable Louisiana laws and regulations in Louisiana administrative tribunals or district courts as appropriate.
19. Contractor will warrant all materials, products and/or services produced hereunder will not infringe upon or violate any patent, copyright, trade secret, or other proprietary right of any third party. In the event of any such claim by any third party against DHH, the Department shall promptly notify Contractor in writing and Contractor shall defend such claim in DHH's name, but at Contractor's expense and shall indemnify and hold harmless DHH against any loss, expense or liability arising out of such claim, whether or not such claim is successful. This provision is not applicable to contracts with physicians, psychiatrists, psychologists or other allied health providers solely for medical services.
20. Any equipment purchased under this contract remains the property of the Contractor for the period of this contract and future continuing contracts for the provision of the same services. Contractor must submit vendor invoice with reimbursement request. For the purpose of this contract, equipment is defined as any tangible, durable property having a useful life of at least (1) year and acquisition cost of \$1000.00 or more. The contractor has the responsibility to submit to the Contract Monitor an inventory list of DHH equipment items when acquired under the contract and any additions to the listing as they occur. Contractor will submit an updated, complete inventory list on a quarterly basis to the Contract Monitor. Contractor agrees that upon termination of contracted services, the equipment purchased under this contract reverts to the Department. Contractor agrees to deliver any such equipment to the Department within 30 days of termination of services.
21. Contractor agrees to protect, indemnify and hold harmless the State of Louisiana, DHH, from all claims for damages, costs, expenses and attorney fees arising in contract or tort from this contract or from any acts or omissions of Contractor's agents, employees, officers or clients, including premises liability and including any claim based on any theory of strict liability. This provision does not apply to actions or omissions for which LA R.S. 40:1299.39 provides malpractice coverage to the contractor, nor claims related to treatment and performance of evaluations of persons when such persons cause harm to third parties (R.S. 13:5108.1(E)). Further it does not apply to premises liability when the services are being performed on premises owned and operated by DHH.
22. Any provision of this contract is severable if that provision is in violation of the laws of the State of Louisiana or the United States, or becomes inoperative due to changes in State and Federal law, or applicable State or Federal regulations.
23. Contractor agrees that the current contract supersedes all previous contracts, negotiations, and all other communications between the parties with respect to the subject matter of the current contract.

THIS CONTRACT CONTAINS OR HAS ATTACHED HERETO ALL THE TERMS AND CONDITIONS AGREED UPON BY THE CONTRACTING PARTIES. IN WITNESS THEREOF, THIS CONTRACT IS SIGNED ON THE DATE INDICATED BELOW.

	STATE OF LOUISIANA DEPARTMENT OF HEALTH AND HOSPITALS
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_____ SIGNATURE	_____ DATE	_____ SIGNATURE	_____ DATE
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_____ NAME	_____ NAME
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_____ TITLE	_____ <i>Secretary, Department of Health and Hospitals or Designee</i> TITLE
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_____ SIGNATURE	_____ DATE	_____ SIGNATURE	_____ DATE
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_____ NAME	_____ NAME
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_____ TITLE	_____ TITLE
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(Rev. 1/04)

HIPAA Business Associate Addendum:

This Business Associate Addendum is hereby made a part of this contract in its entirety as Attachment __ to the contract.

1. The U. S. Department of Health and Human Services has issued final regulations, pursuant to the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"), governing the privacy of individually identifiable health information. See 45 CFR Parts 160 and 164 (the "HIPAA Privacy Rule"). The Department of Health and Hospitals, ("DHH"), as a "Covered Entity" as defined by HIPAA, is a provider of health care, a health plan, or otherwise has possession, custody or control of health care information or records.
2. *"Protected health information"* ("PHI") means individually identifiable health information including all information, data, documentation and records, including but not limited to demographic, medical and financial information that relates to the past, present, or future physical or mental health or condition of an individual; the provision of health care to an individual or payment for health care provided to an individual; and that identifies the individual or which DHH believes could be used to identify the individual.
"Electronic protected health information" means PHI that is transmitted by electronic media or maintained in electronic media.
"Security incident" means the attempted or successful unauthorized access, use, disclosure, modification, or destruction of information or interference with system operations in an information system.
3. Contractor is considered a Business Associate of DHH, as contractor either: (A) performs certain functions on behalf of or for DHH involving the use or disclosure of protected individually identifiable health information by DHH to contractor, or the creation or receipt of PHI by contractor on behalf of DHH; or (B) provides legal, actuarial, accounting, consulting, data aggregation, management, administrative, accreditation, financial or social services for DHH involving the disclosure of PHI.
4. Contractor agrees that all PHI obtained as a result of this contractual agreement shall be kept confidential by contractor, its agents, employees, successors and assigns as required by HIPAA law and regulations and by this contract and addendum.
5. Contractor agrees to use or disclose PHI solely (A) for meeting its obligations under this contract, or (B) as required by law, rule or regulation or as otherwise permitted under this contract or the HIPAA Privacy Rule.
6. Contractor agrees that at termination of the contract, or upon request of DHH, whichever occurs first, contractor will return or destroy (at the option of DHH) all PHI received or created by contractor that contractor still maintains in any form and retain no copies of such information; or if such return or destruction is not feasible, contractor will extend the confidentiality protections of the contract to the information and limit further uses and disclosure to those purposes that make the return or destruction of the information infeasible.
7. Contractor will ensure that its agents, employees, subcontractors or others to whom it provides PHI received by or created by contractor on behalf of DHH agree to the same restrictions and conditions that apply to contractor with respect to such information. Contractor also agrees to take all reasonable steps to ensure that its employees', agents' or subcontractors' actions or omissions do not cause contractor to breach the terms of this Addendum. Contractor will use all appropriate safeguards to prevent the use or disclosure of PHI other than pursuant to the terms and conditions of this contract and Addendum.
8. Contractor shall, within 3 days of becoming aware of any use or disclosure of PHI, other than as permitted by this contract and Addendum, report such disclosure in writing to the person(s) named in section 14 (Terms of Payment), page 1 of the CF-1.
9. Contractor shall make available such information in its possession which is required for DHH to

provide an accounting of disclosures in accordance with 45 CFR 164.528. In the event that a request for accounting is made directly to contractor, contractor shall forward such request to DHH within two (2) days of such receipt. Contractor shall implement an appropriate record keeping process to enable it to comply with the requirements of this provision. Contractor shall maintain data on all disclosures of PHI for which accounting is required by 45 CFR 164.528 for at least six (6) years after the date of the last such disclosure.

10. Contractor shall make PHI available to DHH upon request in accordance with 45 CFR 164.524.
11. Contractor shall make PHI available to DHH upon request for amendment and shall incorporate any amendments to PHI in accordance with 45 CFR 164.526.
12. Contractor shall make its internal practices, books, and records relating to the use and disclosure of PHI received from or created or received by contractor on behalf of DHH available to the Secretary of the U. S. DHHS for purposes of determining DHH's compliance with the HIPAA Privacy Rule.
13. Compliance with Security Regulations:

In addition to the other provisions of this Addendum, if Contractor creates, receives, maintains, or transmits electronic PHI on DHH's behalf, Contractor shall, no later than April 20, 2005:

 - (A) Implement administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of the electronic protected health information that it creates, receives, maintains, or transmits on behalf of DHH;
 - (B) Ensure that any agent, including a subcontractor, to whom it provides such information agrees to implement reasonable and appropriate safeguards to protect it; and
 - (C) Report to DHH any security incident of which it becomes aware.
14. Contractor agrees to indemnify and hold DHH harmless from and against all liability and costs, including attorneys' fees, created by a breach of this Addendum by contractor, its agents, employees or subcontractors, without regard to any limitation or exclusion of damages provision otherwise set forth in the contract.
15. Notwithstanding any other provision of the contract, DHH shall have the right to terminate the contract immediately if DHH determines that contractor has violated any material term of this Addendum.

Attachment V- Cost Template

Cost Template

YEAR 1

	REGISTRY	PRIOR AUTHORIZATION	STATISTICAL ANALYSIS (includes Ad hoc reports)	USER SUPPORT	TECHNICAL SUPPORT	NFP/ EPSDT PROGRAMMATIC SUPPORT	MONTHLY TOTAL	ANNUAL TOTAL
	MONTHLY AMOUNT	MONTHLY AMOUNT	MONTHLY AMOUNT	MONTHLY AMOUNT	MONTHLY AMOUNT	MONTHLY AMOUNT		
NOW						n/a		
CHILDREN'S CHOICE						n/a		
SUPPORTS						n/a		
COMMUNITY CHOICES						n/a		
ADHC						n/a		
NFP	n/a	n/a						
EPSDT	n/a	n/a						
HIV	n/a	n/a				n/a		
LTPCS	n/a					n/a		
MFP						n/a		
ROW						n/a		
SUM								

YEAR 2

	REGISTRY	PRIOR AUTHORIZATION	STATISTICAL ANALYSIS (includes Ad hoc reports)	USER SUPPORT	TECHNICAL SUPPORT	NFP/ EPSDT PROGRAMMATIC SUPPORT	MONTHLY TOTAL	ANNUAL TOTAL
	MONTHLY AMOUNT	MONTHLY AMOUNT	MONTHLY AMOUNT	MONTHLY AMOUNT	MONTHLY AMOUNT	MONTHLY AMOUNT		
NOW						n/a		
CHILDREN'S CHOICE						n/a		
SUPPORTS						n/a		
COMMUNITY CHOICES						n/a		
ADHC						n/a		
NFP	n/a	n/a						
EPSDT	n/a	n/a						
HIV	n/a	n/a				n/a		
LTPCS	n/a					n/a		
MFP						n/a		
ROW						n/a		
SUM								

YEAR 3

	REGISTRY	PRIOR AUTHORIZATION	STATISTICAL ANALYSIS (includes Ad hoc reports)	USER SUPPORT	TECHNICAL SUPPORT	NFP/ EPSDT PROGRAMMATIC SUPPORT	MONTHLY TOTAL	ANNUAL TOTAL
	MONTHLY AMOUNT	MONTHLY AMOUNT	MONTHLY AMOUNT	MONTHLY AMOUNT	MONTHLY AMOUNT	MONTHLY AMOUNT		
NOW						n/a		
CHILDREN'S CHOICE						n/a		
SUPPORTS						n/a		
COMMUNITY CHOICES						n/a		
ADHC						n/a		
NFP	n/a	n/a						
EPSDT	n/a	n/a						
HIV	n/a	n/a				n/a		
LTPCS	n/a					n/a		
MFP						n/a		
ROW						n/a		
SUM								

TOTAL ALL 3 YEARS

	REGISTRY	PRIOR AUTHORIZATION	STATISTICAL ANALYSIS (includes Ad hoc reports)	USER SUPPORT	TECHNICAL SUPPORT	NFP/ EPSDT PROGRAMMATIC SUPPORT
NOW						n/a
CHILDREN'S CHOICE						n/a
SUPPORTS						n/a
COMMUNITY CHOICES						n/a
ADHC						n/a
NFP	n/a	n/a				
EPSDT	n/a	n/a				
HIV	n/a	n/a				n/a
LTPCS	n/a					n/a
MFP						n/a
ROW						n/a
TOTAL ALL 3 YEARS						